



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

CITY OF SOUTH BAY

CITY COMMISSION WORKSHOP AND MEETING

TUESDAY, SEPTEMBER 15, 2020
MEETING: 7:00PM

The City of South Bay City Commission will be conducting a "Virtual" City Commission meeting utilizing [GotoMeeting.com](https://global.gotomeeting.com), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, related to conducting local government public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). City Hall building is closed to the public.

Public access to this virtual meeting can be accomplished as follows:

WORKSHOP AND MEETING INSTRUCTIONS

To join by computer, tablet, or smartphone:

1. Open your internet browser
2. Type the link in URL: <https://global.gotomeeting.com/join/309541053>
3. Select "Join my Meeting"
4. Select "Okay, I'm ready"
5. These steps should automatically take you into the Meeting

You can also dial in by phone:

1. Use home or cellular phone to dial: [+1 \(646\) 749-3122](tel:+16467493122)
2. When prompted, enter Access Code: **309-541-053**
3. These steps should automatically take you into the Meeting



The Crossroads of South Florida,
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CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
VIRTUAL COMMISSION MEETING
TUESDAY, SEPTEMBER 15, 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.

6b. RESOLUTION NO. 38-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE CITY MANAGER'S AND THE MAYOR'S EXECUTION OF A CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; PROVIDING FOR AN EFFECTIVE DATE

6c. RESOLUTION NO. 39-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE AWARD OF A COMMUNITY FACILITY TECHNICAL ASSISTANCE AND TRAINING GRANT FOR FISCAL YEAR 2020; RATIFYING THE CITY MANAGER'S SUBMISSION OF A USDA GRANT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next scheduled:

COVID-19 Testing-

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

11. CITY MANAGER REPORT

11a. U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Mitigation (CDBGMIT)

11b. Brownfields Cleanup grant through the US Environmental Protection Agency (EPA)

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

**CITY OF SOUTH BAY
VIRTUAL CITY WORKSHOP
CITY MANAGER'S PROPOSED BUDGET
TUESDAY, SEPTEMBER 01, 2020
At 6:30P.M.**

A Virtual City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles on September 01, 2020 at 6:30 p.m. on gotomeeting.com (<https://global.gotomeeting.com/join/309541053>). (Full discussion/recording, available through the City Clerk)

Present:

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

Staff:

Leondrae Camel, City Manager
Massih Saadatmand, Finance Director
Candice Cobb, Esq. City Attorney
Natalie Malone, City Clerk

1. MAYOR KYLES CALLS MEETING TO ORDER:

1a. City Attorney reads:

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

2. ROLL CALL

3. DISCUSSION

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

4. ADJOURNMENT

CITY OF SOUTH BAY
VIRTUAL CITY MEETING
TUESDAY, SEPTEMBER 01, 2020
At 7:00P.M.

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles on September 01, 2020 at 7:00 p.m. on gotomeeting.com (<https://global.gotomeeting.com/join/309541053>).

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther E. Berry
Commissioner John Wilson
Commissioner Taranza McKelvin at 7:59pm

Staff:

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

1. MAYOR KYLES CALLS MEETING TO ORDER:

1a. City Attorney reads:

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

2. ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE

3. MAYOR KYLES CALLED FOR ANY VOTING CONFLICTS: NONE

4. PRESENTATIONS/PROCLAMATIONS

4a. Herbert Hoover Dike Project Update
Timothy D. Willadsen, Project Manager

4b. PBC School District: Internet Access/Digital Divide
Marcia Andrews, School Board Member, District 6
Mark Howard, Chief of Performance Accountability, SDPBC
Dr. Adam Miller, Director of Educational Technology, SDPBC
Mike Butler, Director of Network Services, PBC

4c. City Hall Wind Retrofit Project Update
Javin L. Walker, President

5. PUBLIC COMMENTS

6. CONSENT AGENDA

6a. Approval of City Workshop Minutes: August 04, 2020
Approval of Regular City Meeting Minutes August 04, 2020

6b. Approval of Regular City Agenda: September 01, 2020

Moved By: Commissioner Wilson
Seconded By: Commissioner Berry

7. RESOLUTIONS

7a. CORRECTION MADE: RESOLUTION NO. 32-2020
RESOLUTION NO. 33-2020

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

Moved By: Commissioner Wilson
Seconded By: Commissioner Berry

COMMISSION	
Mayor Kyles	YES
Vice Mayor Barnard	N/A
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

7b. RESOLUTION NO. 33-2020

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

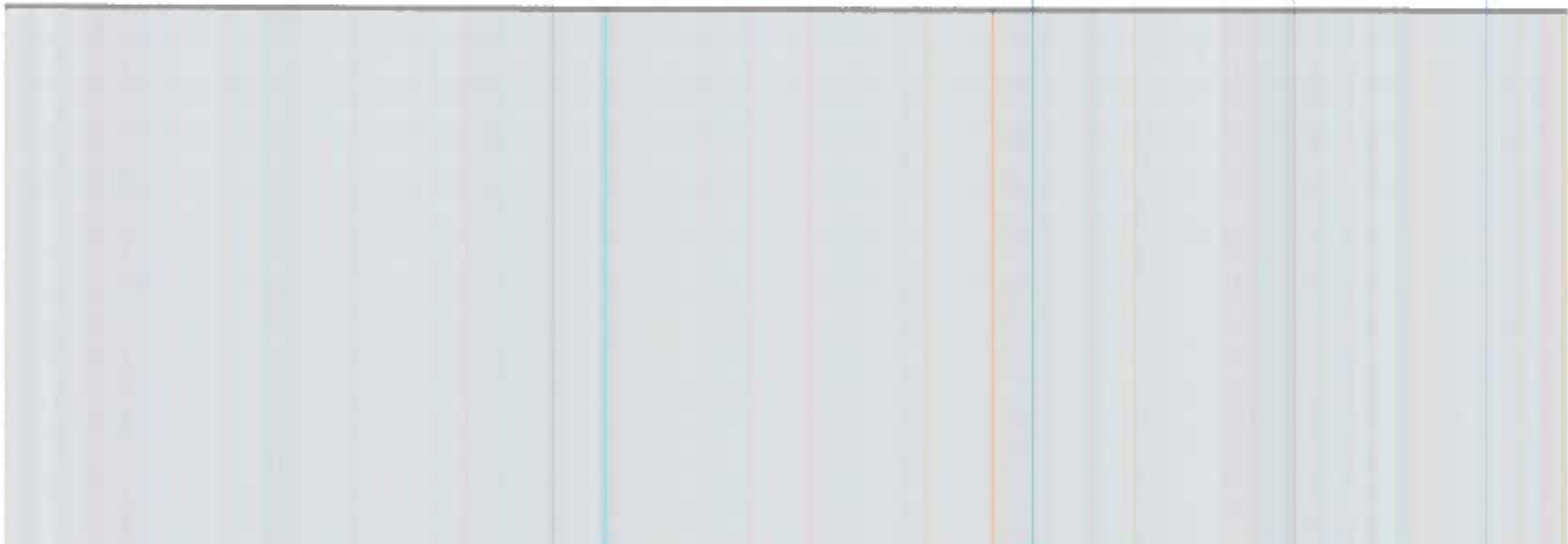
Moved By: Commissioner Berry
Seconded By: Commissioner McKelvin

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	N/A
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

7c. RESOLUTION NO. 34-2020

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

Moved By: Commissioner Wilson
Seconded By: Commissioner McKelvin



COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	N/A
Commissioner Berry	NO
Commissioner McKelvin	YES
Commissioner Wilson	YES

7d. RESOLUTION NO. 35-2020

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

Moved By: Commissioner Wilson
Seconded By: Commissioner Berry

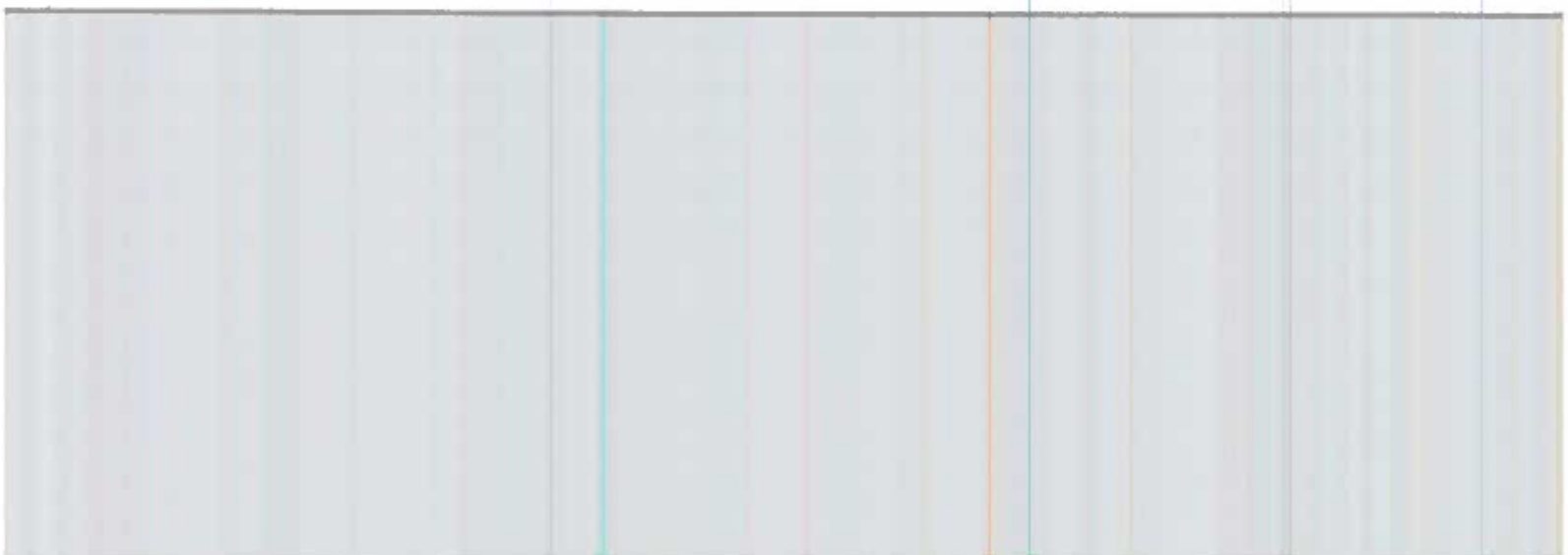
COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	N/A
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Wilson	YES

8. ORDINANCE

9. ROSENWALD ELEMENTARY SCHOOL

10. FINANCE REPORT

10a. Accounts Payable Report



11. CITY CLERK REPORT

11a. Next scheduled

Food Distribution:

September 11, 2020 in Pahokee, FL. *There will not be a Food Distribution this Friday 9/4/2020 due to the upcoming holiday.*

11b COVID-19 Testing:

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

12. CITY MANAGER REPORT

12a. Brownfields Update - 480 US HWY 27N

12b. USDA Community Technical Assistance and Training Grant Award

12c. FDLE Coronavirus Emergency Supplemental Funding Award

12d. Economic Development Activities - 3 Prospects

12e. SCOP Award 2021 NW 10th Avenue

13. CITY ATTORNEY REPORT

14. FUTURE AGENDA ITEMS

Commissioner Berry:

14b. US 27 State Road 80 traffic light

14a. Reaching out to local businesses

15. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15a. Commissioner Wilson:

- Thanked everyone for the outstanding job they are doing

15b. Commissioner Berry:

- Thank you and have a pleasant evening

15c. Mayor Kyles:

- Importance of family- expressed gratitude toward the workers and families during these times.
- Thanked staff everyone

16. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

SPECIAL CITY MEETING AGENDA MINUTES
TENTATIVE BUDGET HEARING
CITY OF SOUTH BAY, FL
VIRTUAL MEETING
TUESDAY SEPTEMBER 08, 2020
7:00PM

A Virtual City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles on September 08, 2020 at 7:00 p.m. on gotomeeting.com (<https://global.gotomeeting.com/join/309541053>).

Present:

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

Staff:

Leondrae Camel, City Manager
Massih Saadatmand, Finance Director
Candice Cobb, Esq. City Attorney
Natalie Malone, City Clerk

1. MAYOR KYLES CALLS MEETING TO ORDER:

1a. City Attorney reads:

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

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

3. DISCLOSURE OF VOTING CONFLICTS

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

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

5a. RESOLUTION NO. 36-2020

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING AND FUNDING OF THE TENTATIVE MUNICIPAL BUDGET OF THE CITY OF SOUTH BAY, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021

**Moved By: Commissioner McKelvin
Seconded By: Vice Mayor Barnard**

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

5. ADJOURNMENT

RESOLUTION NO. 37-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE MAYOR TO EXECUTE THE ATTACHED FACILITY USE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC. FOR USAGE OF THE TANNER PARK CENTER AS A LOCATION FOR THE BOYS & GIRLS CLUB OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City of South Bay ("City") owns and operates Tanner Park currently located at 105 Palm Beach Rd, South Bay, FL. 33493; and

WHEREAS, the City and the Boys & Girls Clubs of Palm Beach County, Inc. ("BGCPBC") (collectively, "the parties"), desire to enter into this agreement to provide for shared use of the facilities for out of school services programs ("Out-of-School Service Programs") at Tanner Park; and

WHEREAS, the City and BGCPBC desire that this Agreement set forth the basic framework under which BGCPBC may utilize City facilities; and

WHEREAS, the City Commission of the City of South Bay, upon the recommendation of the City Manager, desires to authorize the City Manager and the Mayor to enter into and execute the attached facility usage Agreement between the City of South Bay and Boys & Girls Clubs of Palm Beach County, Inc. attached hereto as Exhibit "A".

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

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

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Agreement between the City of South Bay and Boys & Girls Clubs of Palm Beach County, Inc., attached hereto as Exhibit "A", for usage of the City's Tanner Park Center at Tanner Park, together with such non-material changes as may be acceptable to the City Attorney.

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

PASSED and ADOPTED this 15th day of September 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____
Seconded by: _____

VOTE:

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

AGREEMENT BETWEEN THE CITY OF SOUTH BAY, FLORIDA AND THE BOYS & GIRLS CLUBS OF PALM BEACH COUNTY, INC. FOR FUNDING AND OPERATION OF OUT-OF-SCHOOL SERVICES PROGRAMS AT TANNER PARK

THIS AGREEMENT is made and entered into this September 15, 2020 by and between Boys & Girls Clubs of Palm Beach County, Inc. a Florida not-for-profit Corporation (hereinafter referred to as Boys & Girls Clubs of Palm Beach County) and the CITY OF SOUTH BAY, FLORIDA a corporate political body pursuant to the Constitution of the State of Florida (hereinafter referred to as "City South Bay" or "City").

WITNESSETH:

WHEREAS, City of South Bay owns and operates Tanner Park located at 105 Palm Beach Rd, South Bay, FL. 33493; and

WHEREAS, the parties desire to enter into this agreement to provide for funding of and shared use of the facilities for out of school services programs ("Out-of-School Service Programs") at Tanner Park in order to make the most efficient use of community resources by enabling cooperation between the **City of South Bay** and **Boys & Girls Clubs of Palm Beach County** in order to harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the parties support this initiative between the **City of South Bay** and **Boys & Girls Clubs of Palm Beach County** to provide additional developmental, social, and cultural opportunities for children; and

WHEREAS, the **City of South Bay** and **Boys & Girls Clubs of Palm Beach County** desire that this Agreement set forth the basic framework under which **Boys & Girls Clubs of Palm Beach County** may utilize City facilities.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants herein set forth, the parties hereby agree as follows:

ARTICLE 1: GENERAL

Section 1.01 Foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Agreement is to provide for use of facilities for Out-of-School Services Programs at Tanner Park.

Section 1.03 Definitions. The defined terms as used in this Agreement shall have the following meaning:

A. "City Facilities" and/or "City Facility" shall mean, Tanner Park located at 105 Palm Beach Rd, South Bay, FL 33493, which is owned and/or operated by the **City of South Bay** made available for public use by the **City of South Bay** primarily for the delivery of recreational, educational and community based activities, excluding facilities that are leased, licensed, or under the contractual control of others. The terms "City Facilities" and/ or "City Facility" shall include, but shall not be limited to; classrooms, the cafeteria, athletic fields, playgrounds, or any other space mutually agreed upon between **Boys & Girls Clubs of Palm Beach County** and the City.

B. "Priority of Use" shall mean the priority of uses when there are conflicting requests for the use of a City Facility.

1. County activities and programs pursuant to a Mutual Use Interlocal Agreement between the City and Palm Beach County;
2. Municipal activities and programs pursuant to a Mutual use Interlocal Agreement; and
3. Out -of-School Services Programs, conducted by Boys & Girls Clubs of Palm Beach County pursuant to this Agreement.

The parties shall designate to each other a person to be contacted regarding scheduling the use of any City Facilities.

C. "Out-of-School Service Programs" shall mean the afterschool care and summer camp programs as more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE 2: FEE

Section 2.01 Boys & Girls Clubs of Palm Beach County shall pay Five Hundred Dollars (\$500.00) each month for use of the City's facility

Section 2.02 Boy & Girls Clubs of Palm Beach County shall provide funding for the complete operations of the Out-of-School Programs.

Section 2.03 Utilities all utilities, including, lights, water, cable and any other utility, shall be paid exclusively by the Boy & Girls Clubs of Palm Beach County.

ARTICLE 3: OWNERSHIP

Section 3.01 The City Facilities shall remain in the ownership of the City of South Bay and subject to all terms and conditions imposed herein subject to the City of South Bay policies, as may be amended from time to time Florida law and Florida Department of Education rules.

ARTICLE 4: USE OF PROPERTIES

Section 4.01 Use of City Facilities / Program.

A. The City of South Bay agrees to make City Facilities, available for use by Boys & Girls Clubs of Palm Beach County for the Out-of- School Services Programs as set forth herein:

1. During the school year: Five (5) days a week, Monday – Friday after school hours until 6: pm for extended day after school care offered to VPK- 5TH grade as more particularly described in Exhibit "A".

2. During the summer: Five (5) days week, Monday – Friday for a total of ten(10) hours a day, from 7:45 AM until 6:00 PM for the period between the end of the school year in June and the beginning of the school year in August for summer camp, as more particularly described in Exhibit "A".

3. The City Facilities will be available for the Out-of-School Service Programs on early release, teacher planning days, Spring Break and President's Day. The City Facilities will be closed and not available for the Out-of-School Services Programs on all other school holidays, for the entire Winter Break (traditionally beginning on the Saturday prior to Christmas and extending through the Sunday following New Year's), and during the summer for the July 4 holiday.

4. Request by Boys & Girls Clubs of Palm Beach County for use of the City Facilities for special events outside the times/dates

set forth herein may be permitted in the discretion of the City Manager with the prior written approval of the City's Chief of Support Operations.

B. The City Facilities shall be made available to **Boys & Girls Clubs of Palm Beach County** according to the Priority of Use and shall be subject to and in accordance with:

1. The terms and conditions of this Agreement;
2. The City of South Bay rules, regulations and policies governing the use of City Facilities, as may be amended from time to time;
3. All applicable local, state, and federal laws.

C. The City Manager or designee shall work collaboratively with the Boys & Girls Clubs of Palm Beach County on the coordination of scheduling the use of the designated City Facility with the Boys & Girls Clubs of Palm Beach County CEO. The Out-of-School Services Program requested by Boys & Girls Clubs of Palm Beach County shall be consistent with the goals and mission of the City of South Bay and with goals and standards aligned to high quality afterschool programs in Palm Beach County.

D. The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind (including electronic cigarettes or any kind) or controlled substances on City – owned property is strictly prohibited and violations of this provision shall be a material breach of this Agreement.

E. Boys & Girls Clubs of Palm Beach County shall include the following disclaimer in a prominent place on all websites and advertising materials and provide copies of the website pages and all advertising materials that Boys & Girls Clubs of Palm Beach County produces or distributes or distributes:

“Boys & Girls Clubs of Palm Beach County is not affiliated with or endorsed by the City of South Bay or Tanner Park and the events/activities hosted by Boys & Girls Clubs of Palm Beach County on Tanner Park premises pursuant to a cooperative agreement shall not be construed as being conducted, funded, hosted, or sponsored by the City of South Bay or Tanner Park on behalf of Boys & Girls Clubs of Palm Beach County. The City of South Bay undertakes no responsibility for supervising or monitoring Boys & Girls Clubs of Palm Beach County’s programs/events/activities and will not be liable for any and all actions of Boys & Girls Clubs of Palm Beach County on Tanner Park premises.”

F. Boys & Girls Clubs of Palm Beach County shall comply with all federal, state and local laws, regulations and rules, including but not limited to, grant requirements applicable to **Boys & Girls Clubs of Palm Beach County’s** eligibility for funding and grants.

G. Boys & Girls of Palm Beach County, at its sole cost and expense, shall be responsible for providing all accommodations and services required or necessary for any children, including special education children participating in **Boys & Girls of Clubs of Palm Beach County programs / events/activities.**

Section 4.02 Manner of Use; Cleanup.

Boys & Girls Clubs of Palm Beach County agrees to utilize the City Facilities in the manner, and to the extent and degree intended for the particular City Facility and further agrees to leave the City Facility in a clean and orderly condition upon leaving the City Facility each day.

Section 4.03 Vandalism or other Damage to City Facilities When in Use Pursuant to this Agreement.

Boys & Girls Clubs of Palm Beach County agrees to be responsible for vandalism or other damage occurring to be City's Facilities during the periods the City's Facilities are used by **Boys & Girls Clubs of Palm Beach County**. The **City of South Bay** shall cause such repairs to be made as necessary to correct the damage to the City Facilities in an expeditious and timely manner and submit an itemized invoice to **Boys & Girls Clubs of Palm Beach County** for damage incurred during **Boys & Girls Clubs of Palm Beach County** use of the City Facilities. All invoices for damage repair shall be paid by **Boys & Girls Clubs of Palm Beach County** within sixty (60) days receipt of the invoice for the damages. The amount billed to correct damage shall be in the sole discretion of the City of South Bay.

ARTICLE 5: CUSTODIAL SERVICES / MAINTENANCE

Section 5.01 The **Boys & Girls Club of Palm Beach County** shall be responsible for custodial at all City Facilities utilized under this agreement.

Section 5.02 The parties acknowledge and agree the **City of South Bay** may close City Facilities in order to perform maintenance or repairs to the City Facility as necessary with as much notice as practicable to **Boys & Girls Clubs of Palm Beach County**.

Section 5.03 **Boys & Girls Clubs of Palm Beach County** shall not be responsible for providing security services unless it is determined to be necessary by the City of South Bay.

ARTICLE 6: ACCESS AND SITE SECURITY

Boys & Girls Clubs of Palm Beach County will be responsible for securing City Facilities after each use.

ARTICLE 7: LIABILITY/INSURANCE

Section 7.01 **Boys & Girls Clubs of Palm Beach County** shall, in addition to any other obligation to indemnify the **City of South Bay** and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the **City of South Bay**, its Respective agents, officers, elected officials, appointed officials and employees from and against all claims, actions, liabilities, losses, (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or claimed to have resulted in whole or in part from any actual or alleged act or omission of **Boys & Girls of Palm Beach County**, or anyone directly or indirectly employed by **Boys & Girls Clubs of Palm Beach County**, or of anyone for whose acts **Boys & Girl Clubs of Palm Beach County** may be liable; or violation of law, statute, ordinance, governmental administration order, rule regulation or provision of this Agreement. This article will survive the termination of this Agreement.

Section 7.02 **Boys & Girls Clubs of Palm Beach County** shall carry the following insurance coverages as stated below. The **City of South Bay** shall be named as an additional insured. **Boys & Girls Clubs of Palm Beach County** shall provide the certificate(s) of insurance for required coverage within five (5) days of the date of execution of this Agreement. Such Certificates shall provide written notice to the **City of South Bay and Boys & Girls Clubs of Palm Beach County** thirty days prior to any cancellation of any insurance policy. Receipt of such notice shall be considered grounds for termination of this Agreement. In no event shall the limits of said insurance policies be considered as limiting the liability of **Boys & Girls Clubs of Palm Beach County**, its contractors and subcontractors under this Agreement.

A. Worker's Compensation – insurance coverage in accordance to and in compliance with Chapter 440, Florida Statutes.

Employer's Liability – insurance coverage with limits as follows:

- a) \$ 500,000 **Bodily Injury by Accident for each accident**
- b) \$ 500,000 **Bodily Injury by Disease, policy limit**
- c) \$ 500,000 **Bodily Injury by Disease, each employee**

Boys & Girls Clubs of Palm Beach County waives all rights against the **City of South Bay** and its agents, officers, directors and employees for any action in connection with this Agreement.

B. Business Automobile liability shall be required with limits of at least; one Million Dollars (\$1,000,000.00) per occurrence for both bodily injury and property damage Combined Single Limit for owned, hired and non- owned automobiles, with the **City of South Bay of Palm Beach County** as the additional insured on policy. Business auto Coverage shall be written on the most recent form of ISO from CA 00 01 or a substitute providing equivalent liability coverage.

Boys & Girls Clubs of Palm Beach County waives all rights against the **City of South Bay** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto insurance maintained.

C. Commercial General Liability Insurance – Boys & Girls Clubs of Palm Beach County shall purchase and maintain commercial general liability (CGL) insurance including contractual liability and products and completed operations insurance and shall be written on the most recent form of CG 00 01 04/13. The **City of South Bay** must be named as an additional insured under the CGL using ISO Additional insured Endorsement CG 20 10 04/13 and CG 20 37 4/13 or equivalent, providing additional insured coverage for both premises/operations and completed operations. This insurance including insurance provided under a commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by the **City of South Bay** utilizing ISO Form CG 20 01 04/13 or its equivalent.

Coverage shall be for bodily and personal injury and property damages. Limits of Liability Shall be set one Million Dollars (\$1,000,000.00) per occurrence. CGL insurance shall contain a general aggregate limit of Two Million Dollars (\$2,000,000.00).

Boys & Girls Clubs of Palm Beach County waives all rights against the **City of South Bay** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the CGL insurance maintained.

D. Professional Liability Insurance – Boys & Girls Clubs of Palm Beach County shall procure and maintain Professional Liability insurance for the life of this contract, plus two years after completion, this insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be

\$1,000,000 with a deductible not to exceed \$10,000.00. The deductible shall be the responsibility of **Boy & Girls Clubs of Palm Beach County**.

E. Participant Accident Coverage – Boys & Girls Clubs of Palm Beach County Shall procure and maintain during the Term of Agreement Participant Accident Coverage in the minimum amount of \$ 25,000 per participant in the Out-of- School Service Program.

ARTICLE 8: DISPUTE RESOLUTION

Sections 8.01 In the event an issue arise which cannot be resolved between the parties regarding the use or availability of a City Facility or the implementation, supervision, or conduct of the Out -of-School Services Program, the dispute shall be referred to the non-binding mediation prior to litigation.

ARTICLE 9: RELOCATION OF PROGRAMS AND SERVICES

The **City of South Bay** reserves the right to remove or relocate the Out-of-School Service Programs to another site within the City, if convenient, in the reasonable discretion of the City of South Bay.

ARTICLE 10: LICENSE

Notwithstanding any provision of this Agreement to the contrary, the use of the City's Facilities or the delivery of services or programs by **Boys & Girls Clubs of Palm Beach County** shall only amount to a license to use the City's Facilities on a non-exclusive basis, which license shall be revocable by the party licensing the use for any reason whatsoever with thirty (30) days notice. The parties agree that nothing in this Agreement shall be construed as granting either **Boys & Girls Clubs of Palm Beach County** any title, interest, or estate in the City's Facilities.

ARTICLE 11: DEFAULT

The parties agree that, in the event any party is in default of its obligations under this Agreement, the non- defaulting party shall provide to the defaulting party ten (10) days written notice to cure the default. In the event the defaulting party fails to cure the default within the ten (10) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

ARTICLE 12: TERMINATION

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by any party: (i) without cause upon thirty (30) days prior written notice to the other parties or (ii) with cause upon the expiration of the ten (10) day cure period provided for in Article 11 above.

Article 13: NOTICES

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

With Copies to:

**Leondrae Camel, Office of City Manager
City of South Bay, FL
335 S 2nd Avenue, South Bay, FL 33493**

And to:

Burnadette Norris-Weeks, City Attorney

401 N. Ave of the Arts (NW 7th Avenue)
Ft. Lauderdale Beach, FL. 33311

Boys & Girls Clubs of Palm Beach County:

Jaene Miranda
Chief Executive Officer
800 Northpoint Parkway
Suite 204
West Palm Beach, Florida 33407
Phone: (561) 683-3287
jmiranda@bgcpbc.org

Any party may, from time to time, change the address to which notice under this Agreement shall be given to such party, upon prior written notice to the other parties.

ARTICLE 14: GOVERNING LAW AND VENUE

This Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the Enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of Fifteenth Judicial Circuit of Palm Beach County, Florida.

ARTICLE 15: EQUAL OPPORTUNITY PROVISION

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender, gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

ARTICLE 16: CAPTIONS

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

ARTICLE 17: SERVERABILITY

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

ARTICLE 18: ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representation, or agreements, written or oral, relating to this Agreement.

ARTICLE 19: INCORPORATION BY REFERENCE

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

ARTICLE 20: AMENDMENT

Except as otherwise provided for in the Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto and approved by the City Commission.

ARTICLE 21: WAIVER

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

ARTICLE 22: CONSTRUCTION

No single party shall be considered the author of this Agreement since the parties have participated in extensive negotiation and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other parties based upon who drafted it.

ARTICLE 23: NO THIRD-PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

ARTICLE 24: EFFECTIVE DATE/TERM

This Agreement shall become effective when signed by each of the parties, approved The **City of South Bay** and **Boys & Girls Clubs of Palm Beach County** and filed with the **City of South Bay**. The term of this Agreement shall be for a period beginning **September 15, 2020 through September 30, 2021**. This Agreement may be renewed and extended for additional periods of time by agreement of the parties and as otherwise set forth herein.

ARTICLE 25: ACCEPTANCE OF FACILITIES

The **City of South Bay** shall not be required to make any improvement or repairs to the City facilities as a condition of use of the City's Facilities by **Boys & Girls Clubs of Palm Beach County** shall accept the City's Facilities in their "As Is", "Where Is" condition. The parties acknowledge and agree that neither The **City of South Bay** has made any warranties or representations to the other parties regarding the City's Facilities, including, but not limited to, any representations or warranties regarding the suitability of the City facilities for use by **Boys & Girls Clubs of Clubs of Palm Beach County**.

ARTICLE 26: BACKGROUND SCREENING REQUIREMENTS

All **Boys & Girls Clubs of Palm Beach County** employees who are permitted access to the Tanner Park Facilities when students are present, who have direct contact with students, or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, Florida Statutes. **Boys & Girls Clubs of Palm Beach County** shall insure that all **Boys & Girls Clubs of Palm Beach County** employees submit to a background check, including fingerprinting by Palm Beach County Sheriff Department, at the sole cost of **Boys & Girls Clubs of Palm Beach County**. No **Boys & Girls Clubs of Palm Beach County** employee shall be permitted access to the Tanner Park Facilities

when students are present, to have direct contact with students or to have access to or control of school funds until he or she receives said clearance. Neither the **City of South Bay**, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any Boys & Girls Clubs of Palm Beach County employee (or discontinuation of the **Boys & Girls Clubs of Palm Beach County employee's service**) on the basis of these compliance obligations. **Boys & Girls Clubs of Palm Beach County** agrees that no employee who meets the above conditions and who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the City's Facilities when students are present, who have direct contact with students or who have access to or control of school funds.

ARTICLE 27: NO AGENCY RELATIONSHIP

No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of any other party, nor shall an employee claim any right in or entitlement to any pension , worker's compensation benefit , unemployment compensation, civil service , or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

ARTICLE 28: INSPECTOR GENERAL

Boys & Girls Clubs of Palm Beach County agrees and understands that the school district's office of inspector General ("Inspector General") or any applicable state or federal agency shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes(including meeting), date, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by **Boys & Girls Clubs of Palm Beach County's** employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purpose of conducting an investigation or audit relating to be agreement. Furthermore, **Boys & Girls Clubs of Palm Beach County** understands, acknowledges and agrees to abide by The **City of South Bay Policy**.

ARTICLE 29: PUBLIC RECORDS

Each party shall maintain its own respective records and documents associated with this agreement in accordance with the record retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non- compliance with that law.

Pursuant to 119.0701, F.S., the Boys & Girls Clubs of Palm Beach County shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the record and at cost that does not exceed the cost charged by City.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirement for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination

of the contract upon termination of the contract and destroy any records in possession of the contractor upon termination of the contract and destroy any duplicate public record that are exempt or confidential and exempt from public records disclosure requirements. All record stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(e) **IF BOY & GIRLS CLUB OF PALM BEACH COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES , TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE CITY OF SOUTH BAY AT 561-996-6751, SBCITYCLERK@SOUTHBAYCITY.COM, OR 335 SW 2ND AVENUE, SOUTH BAY FL, 33493.**

(f) If **Boys & Girls Clubs of Palm Beach County** does not comply with this section the City of South Bay shall enforce the contract provisions in accordance with the contract and state law and may unilaterally cancel this contract.

ARTICLE 30: WAIVER OF JURY TRIAL

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 31: FORCE MAJEURE

No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

ARTICLE 32: LIENS

The City of South Bay shall not be subject liens arising from **Boys & Girls Clubs of Palm Beach County** shall promptly cause any lien imposed against the City's Facilities relating to any matter related to this Agreement to be discharged or transferred to bond.

ARTICLE 33: SURVIVAL

Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of Agreement, shall so survive.

ARTICLE 34: ASSIGNMENT

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by **Boys & Girls Clubs of Palm Beach County** without the prior written consent of the **City of South Bay**. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments.

ARTIVLE 35: AUTHORITY

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

REMAINDER OF PAGE IS BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written

City of South Bay

By: _____
Joe Kyles, Mayor

By: _____
Leondrae Camel, City Manager

ATTEST:

Boys & Girls Club of Palm Beach County, Inc.
A Florida not-for profit corporation

By: _____
Jaene Miranda
Chief Executive Officer

August 13, 2020

Mr. Leondrae D. Camel
City Manager
City of South Bay
335 S.W. 2nd Avenue
South Bay, FL 33493

Dr. Mr. Camel,

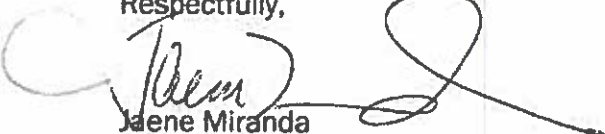
On behalf of the Boys & Girls Clubs of Palm Beach County Board of Directors, staff and Club children, I would like to express our sincere appreciation for allowing us the opportunity to continue to serve the families of South Bay.

It was just one week ago when we received word that the School District was not going to allow us to remain on school property while they prepare their campus for the return of Rosenwald Elementary students. We sincerely appreciate the City's partnership in allowing us to utilize the Tanner Park Center as a temporary home for our Boys & Girls Club of South Bay while we await our return to the school campus. Our plan is to activate our program on Monday, August 17, 2020 which will allow us to complete our two remaining weeks of summer camp. On August 31, 2020, we will transition our program to provide support for working families that need assistance for their children with distance learning during the school day and with afterschool care.

The Boys & Girls Clubs will assume responsibility for the assigned Tanner Park Center property, our employees and Club members while our programs are active at Tanner Park Center. Our operating schedule will be Monday through Friday from 7:30am to 6pm. Please be assured that we will follow all State, County and City Government Orders and CDC guidelines as prescribed for youth development agencies during the COVID-19 pandemic.

Again, we truly appreciate your support for this initiative. Should you wish to contact me directly, you can reach me at (561) 847-6221 (cell) or jmiranda@bgcpbc.org.

Respectfully,


Jaene Miranda
President & CEO

Our Mission: To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.



**BOYS & GIRLS CLUBS
OF PALM BEACH COUNTY**

Boys & Girls Clubs of Palm Beach County
General Services Center (all mail)
800 Northpoint Parkway, Suite 204
West Palm Beach, FL 33407-1978
Ph 561-683-3287 • Fax 561-683-1618
www.bgcpbc.org

Officers

Chairman

Robert B. Dunkin, II

Immediate Past Chairman

Hon. Danielle H. Moore

Chairman Elect

Thomas M. Kirchoff

Treasurer

Kim E. Fonseca

Secretary

Sylvia S. James

Board of Directors

Bob Bertisch

Brooks O. Bishop

Reid Boren

Jackie Breckenridge

Michael Connors

Pamela Dean

Michael Donnell

David S. Dorton

Edward F. Dunn

Jeff Fiser

Mary Freitas

Ted A. Gardner

Judith S. Giulian

Bari Goldstein

Lauren Johnson

Julle Kime

Troy Maschmeyer

Ross Meltzer

H. Woodward Middleton, Jr.

Michael Mullin, III

Christine Pitts

Thomas C. Quick

Charles A. Schumacher

Jay Shearouse

Charles Sieving

Wallace Turner

Simone Vickar

Keith L. Williams

Margaret A. Zeidman

Unit Board Directors

John Backer

Charles Fernsell

Nicolette Goldfarb

Camryn Del Rio Linton

Dr. LaTanya McNeal

Eileen Ptashak

Josh Renick

Directors For Life/Past Chairmen

William K. Caler, Jr.

Juan Cocuy

Barkley S. Henderson

John Herring

Michael Noto

F. Martin Perry

Lee K. Spencer

Wallace Turner

Joseph A. Vassallo

Dennis Witkowski

Col. Alfred M. Worden

President & CEO

Jaene Miranda





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mark Edward Partners LLC 505 Park Ave. New York NY 10022		CONTACT NAME: Barry Zimberg PHONE (A/C, No, Ext): (212) 355-5005 E-MAIL ADDRESS: bjz@markedwardpartners.com	FAX (A/C, No): (212) 813-8085
INSURED Boys & Girls Clubs of Palm Beach County, Inc. 800 Northpoint Parkway Suite 204 West Palm Beach FL 33407		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance	NAIC # 18058
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2081209361 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		PHPK2155959	07/15/2020	07/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of South Bay is included as an additional insured as required by written contract and as per the terms and conditions of the policy.

CERTIFICATE HOLDER City of South Bay 105 Palm Beach Road South Bay FL 33493	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mark Edward Partners LLC</i>
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BGC Back to School Fall 2020 Daily Schedule



Elementary	Time	K-1st grade	2nd-3rd	4th-5th
	7:30-8:30 am	Arrival/Breakfast		
	7:30-10:30 am	Distance Learning		
	10:30-11:30 am	Lunch		
	11:30-2:15 pm	Distance Learning		
	2:15-2:30 pm	Snack		
	2:30-3:00	Staff choice / outside/GYM /fitness	Staff choice / outside/GYM /fitness	Staff choice / outside/GYM /fitness
	3:00-3:45- A	Enrichment Activity -Virtual	Enrichment Activity Virtual	Enrichment Activity -Virtual
	3:00-3:45-B	Enrichment Activity -Virtual	Enrichment Activity Virtual	Enrichment Activity -Virtual
	3:45-4:30pm-A	Academic Virtual	Academic Virtual	Academic Virtual
	3:45-4:30pm-B	Staff choice / outside/GYM /fitness	Staff choice / outside/GYM /fitness	Staff choice / outside/GYM /fitness
	4:30-5:15 pm A	Academic Virtual	Academic Virtual	Academic Virtual
	4:30-5:15 pm B	Staff choice / outside/GYM /fitness	Staff choice / outside/GYM /fitness	Staff choice / outside/GYM /fitness
	4:30-5:15 pm C	Dinner	Dinner	Dinner
	5:15-6:00 A	Enrichment Activity -Virtual	Enrichment Activity Virtual	Enrichment Activity -Virtual
	5:15-6:00 B	Enrichment Activity -Virtual	Enrichment Activity Virtual	Enrichment Activity -Virtual
5:15-6:00 C	Staff choice / outside/GYM /fitness	Staff choice / outside/GYM /fitness	Staff choice / outside/GYM /fitness	

COVID-19 ESSENTIAL WORKER BACK TO SCHOOL PROGRAM
BOYS & GIRLS CLUBS OF PALM BEACH
COUNTY

ADDENDUM TO PARENT
HANDBOOK

This document will be updated as new Governor Executive Orders, County Emergency Orders, and/or Health Department/CDC/OSHA guidelines are released that may impact our ability to provide direct service to our Club members.



BOYS & GIRLS CLUBS OF PALM BEACH COUNTY

800 NORTHPOINT PARKWAY
SUITE 204
WEST PALM BEACH, FL 33407

Phone: 561-683-3287

Email: JMIRANDA@BGCPBC.ORG

COVID-19 Essential Worker Back to School **Program**

ADDENDUM TO PARENT HANDBOOK

General Information

BGCPBC remains on the frontlines of the COVID-19 crisis. As our Club member's parents/ caregivers continue or return to work to provide essential services in the community, the Club will open its doors to provide a safe place for their children. Back to School programming will continue to provide *Boys & Girls Club at Home Virtual On-line Programming, daily meals and Farm to Family* grocery initiatives.

Program Days & Hours of Operation

- Monday through Friday program schedule
- Hours of operation will be from 7:30am to 7:00pm

Programming Model

- Classrooms broken out by grade level
- Staff to child ratio will not exceed 1:20 and social distancing guidelines will be followed
- Except for gym and outdoor breaks, members will remain in their designated learning space for the duration of the program day (no field trips are scheduled)

Food

- Breakfast (8am to 9am), lunch (12pm to 1pm), snack (3pm to 4pm) and dinner (5pm to 6pm) will be served in each member's designated learning space. If a child has any dietary restrictions, they are permitted to bring in their own breakfast, lunch, snacks, dinner etc. Items must be labeled with the child's name and kept in a container that does not require any special handling such as refrigeration or heating.

Drop Off Procedures

ADDENDUM TO PARENT HANDBOOK

As an additional safety precaution due to COVID-19, parents, volunteers and guests will not be permitted into the Club facilities unless prior arrangements are made with Club Director.

Drop off Procedures:

Parents will be given two car tags (one for parent and one for another authorized adult); car tags must be placed on the right hand side of the car's dashboard. The child(ren's) name should be written in large letters so that it may be read easily by staff. Driver should not park or exit the car nor should they leave the Club grounds before their child(ren) has completed the required screening process.

Participating members must be dropped off at the front of the Club between the hours of 7:30am and 9:00am. Members will not be permitted to enter the Club before 7:30am or after 9:00am unless prior arrangements have been made.

To minimize contact during drop off and pick up, parents will not be allowed to enter the building and must remain in their car during sign-in of their children.

1. The parent will drive up to the front of the building where they will be greeted by a BGCPBC staff member. Table is set up for staff with sign-in/sign-out rosters & radios.
2. Both driver and Club member(s) are required to wear masks or facial coverings prior to beginning the wellness screening.
3. Staff will administer a wellness screening with the parent (verbal questionnaire) to ensure the child will be allowed entry to Club. Child shall remain in the car during the wellness screening. If the parent's responses to the wellness screening questions qualify the child for entry, staff will proceed to the next steps.
4. No contact temperature check is performed while the child is still in the vehicle as a means to limit exposure to others. If the temperature is lower than 100.4 F, members will be allowed to exit the vehicle and proceed to the next steps. If temperature is 100.4 F or higher, the member(s) will not be allowed to attend the club.
5. Once wellness screening is completed, the child(ren) must exit the vehicle from the passenger side, as it is not safe to allow members to walk around a vehicle into the traffic lane to approach the Club.
6. All members will be required to use hand sanitizer to clean on their hands prior to entering the building.
7. Club members who have been admitted will enter through a touchless check-in process, verbally reciting their membership number to the membership clerk who will input it into N-Focus.
8. Now that we have ensured the member has successfully completed the necessary steps, a BGCPBC staff member will escort the member to his/her program area.

Pick Up Procedures

ADDENDUM TO PARENT HANDBOOK

As an additional safety precaution due to COVID-19, parents, volunteers and guests will not be permitted into the Club facilities unless prior arrangements are made with Club Director.

Pick up Procedures:

Participating members must be picked up at the front of the Club between the hours of 5:00pm and 7:00pm. The Club will close at 7:00pm. Members will not be permitted to leave the Club before 5:00pm unless prior arrangements have been made. All members must be picked up no later than 7:00pm. Consequences for late pick up will follow the same policy as outlined in the official Parent Handbook.

To minimize contact during pick up, parents will not be allowed to enter the building and must remain in their car while waiting for their child(ren).

1. Parent/Guardian will drive up to the front of the building where they will be greeted by a designated BGCPBC staff member. Driver picking up must display identification (government issued ID) through glass.
2. Designated drop-off/pick-up staff will notify staff inside the building of the parent's arrival.
3. Members will be notified over the PA system or two-way radios that their transportation has arrived. Members will utilize the hand sanitizer provided before exiting the building.
4. A designated staff member will sign-out each member, minimizing the number of people touching the "sign out" paper/iPad/etc.
5. A designated staff member will escort the child to their pick up vehicle. Members may only enter the vehicle on the passenger side. Parents are asked to please prepare their vehicle ahead of time. It is not safe to allow members to walk around a vehicle into the traffic lane to enter on the driver's side.
6. When member is safely in the car, parents will move forward slowly to exit the club site.
7. Staff to note that member has been picked up by recording child's name and departure time.
8. Upon re-entering the building, staff member will wash or sanitize their hands and sanitize any areas that they or the member touched prior to exiting.

Pick Up Procedure for mid-day appointment:

- If a child has a scheduled appointment during the day, a parent must communicate time of pickup prior to the scheduled day to pick up/drop off staff. The child will not be permitted back to the Club that day.
- Parents drive up to front of the building.
- Upon arrival, parent will call Club phone number to advise that they have arrived for pick up.
- Person picking up must display identification (government issued ID) through glass.
- Students are called via radios to meet parents on designated area.
- Staff to note that member has been picked up by recording members name and departure time.

Admission

ADDENDUM TO PARENT HANDBOOK

BGCPBC is committed to continuing to provide essential support and services to Palm Beach County youth and families during this challenging time. Given the limited capacity of our Clubs, in-Club services will not be available to all members.

Priority enrollment will be provided as follows:

- Active Boys & Girls Club members including 21st Century participants and children of families that receive School Readiness Child Care support from ELC.
- Members whose parents are primary caregivers, essential workers (as provided below) that are currently working but are not able to operate remotely from home
- Members whose parents are primary caregivers and have been called back to work but are not able to work remotely from home
- If qualified applicants exceed available spots, final selections will be subject to the discretion of Club Director.

Essential worker criteria:

Health Care / Public Health

Law Enforcement, Public Safety and other first responders

Food and Agriculture

Energy (including electrical, gas and petroleum industries)

Waste/Wastewater

Transportation and Logistics

Public Works and Infrastructure Support Services (includes Construction Industry)

Communications and Information Technology

Other Community- or Government-based Operations and Essential Functions

Critical Manufacturing

Hazardous Materials

Financial Services

Chemical

Defense Industrial Base

Commercial Facilities

Residential/Shelter Facilities and Services

Hygiene Products and Services

Member Enrollment Process, Onboarding &

Expectations

ADDENDUM TO PARENT HANDBOOK

Onboarding Club Member and Families:

- Club Directors and staff will reach out to parents to schedule onboarding zoom or telephone calls the week of August 24, 2020.
- Club Directors and staff will conduct phone or zoom meeting with parents and member to review program details, parent and member expectations and safety protocols.
- First day of program will include an in-person introduction of member to Club Director and assigned youth development program staff.

Parent Expectations

Parents must support the Club in providing a safe space for our members and staff by informing the Club of any changes to their child's health or community exposure. If a child exhibits any symptoms of fever, runny nose, coughing or shortness of breath, parents must keep their child(ren) home until they return with a doctor's note stating they are cleared to return to the Club. Parents are required to authorize the Club or its representatives to administer a daily temperature check on their child prior to admission into the program.

Member Expectations

Members participating in the program must follow Club policies surrounding behavior, hygiene, health practices, social distancing and any recommendations outlined by the CDC. Members must be able to participate in program at their designated workspace and follow instructions of youth development professionals and site staff in order to protect their health and safety. Members should not bring any personal items to the Club other than their clean face masks, lunch/snack, or medicines (which should be discussed with Club Director). If a member brings permitted items, they must be in a small pouch (e.g., lunch box or fanny pack) labeled with the child's name. Members' cell phones must be sanitized upon entry into the building. No book bags, back packs, large purses or briefcases are permitted. Members who show disregard for Club policies or exhibit intentionally disruptive behavior may be asked to leave the program.

**<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>*

Safety Protocols

ADDENDUM TO PARENT HANDBOOK

General Hygiene:

The Club will require all members and staff to follow CDC recommendations for reducing transmission, maintaining healthy business operations and a healthy work environment including but not limited to:

1. Wash or sanitize hands:
 - Upon entry into the building
 - After using the restroom
 - Before/after eating
 - After outdoor play
 - Before/after any health assessment or screening of any staff or member
2. Avoid being within six feet of or making any contact with another person
3. Avoid touching their face
4. Cough and sneeze into a tissue or inside of elbow
5. Stay home if they are sick or know they will not pass wellness screening

Safe Learning Space

1. Children shall not change from one group to another.
2. Each group shall be in a separate room. Groups shall not mix with each other.
3. Youth development professionals shall remain solely with one group of children throughout the course of the day.
4. If children rotate from one space to another, the room and equipment will need to be sanitized prior to use by another group.
5. Children will be positioned six feet apart at tables, and tables will be positioned to accommodate six feet of separation between each person.
6. Only items that can be sanitized/cleaned daily are authorized to be used as part of program (wood, plastic, metal, etc.) Items that cannot be washed or sanitized daily at the facility will be prohibited (stuffed animals, plush toys, etc.)

Program Delivery

All members will receive a **Club Safety Briefing** at the start of their day and after lunch to remind them of the importance of social distancing, wearing their mask and maintaining good hygiene practices. Staff will receive additional training regarding fostering a safe learning environment, clarifying expectations and instituting best practices for behavior management in the event an issue arises.

Restrooms

Members and staff are asked to only use restrooms dedicated for their use. Every facility is equipped with an adult restroom that should only be used by staff. Kids' restrooms may only be used by Club

members. Anyone who uses the restrooms must wash their hands for at least 20 seconds with soap and water prior to exiting the restroom.

A youth development professional must communicate over radio when sending a member to the restroom during program time. *(Please refer to Attachment C for cleaning schedule)*

Member Wellness Screening

ADDENDUM TO PARENT HANDBOOK

Before members arrive, support staff will position themselves at drop-off, ready to administer verbal health questionnaire and take members' temperatures upon their arrival. The wellness screening will take place while the member is still in the vehicle.

- **Verbal Questionnaire** - Parents are required to answer the following questions daily prior to member exiting the car:
 - In the last 14 days have you or your child been asked to self-quarantine by a state or local authority due to a place that you have traveled to?
 - Have you or your child had close contact with or cared for someone diagnosed with COVID-19 within the last 14 days?
 - Have you or your child experienced any cold or flu-like symptoms in the last 10 days (fever, cough, shortness of breath or other respiratory problem)?
 - Have you or your child been instructed by a health care official to self-quarantine?

If the parent answers yes to any one of these questions, the child will not be admitted into the program and will be asked to return when they are able to answer no to all questions. Once a member passes the verbal screening, the staff will administer the temperature check on the member.

- **Temperature Check**
 - Support staff must wear gloves and mask when they take forehead temperature of member.
 - Support Staff to note verbal screening acknowledgements and record temperature readings on intake form.
 - If lower than 100.4 F – Member proceeds to hand sanitizing and then may enter the building.
 - If 100.4F or higher - Member is not permitted to enter the building. Parent must keep their child home until they return with a doctor's note stating they are cleared to return to the Club.

Temperature results for member will be recorded as follows: with a checkmark indicating 'permitted to stay' or 'not permitted to stay' on Health Screening Log.

Protocol Surrounding Health Concerns

If member exhibit signs of illness or experiences any symptoms, staff will implement the following protocol:

- Youth development professional to walkie-talkie Club Director and inform of situation
- Club Director and one support staff to retrieve member for visual assessment in pre- designated quarantine room.

- Staff may take temperature as needed (medical gloves must be worn).
- First Aid may be administered as needed (medical gloves must be worn).
- Club Director calls parent and requests that the member be picked up as soon as possible.
- Club Director to document detailed account of incident, listing persons present, symptoms, steps taken and outcome to include in end-of-day summary form.

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-childcare.html#ScreenChildren>

BOYS & GIRLS CLUBS OF PALM BEACH COUNTY

ADDENDUM TO PARENT HANDBOOK

COVID-19 ESSENTIAL WORKER BACK TO SCHOOL PROGRAM

Acknowledgement Form

I acknowledge that I have read the Boys & Girls Clubs of Palm Beach County's Addendum to Parent Handbook prepared for the COVID-19 ESSENTIAL WORKER BACK TO SCHOOL PROGRAM. I am fully aware of the policies and procedures and agree to abide by them at all times while my child(ren) participates in the program.

_____ Parent or Guardian Name (please print)

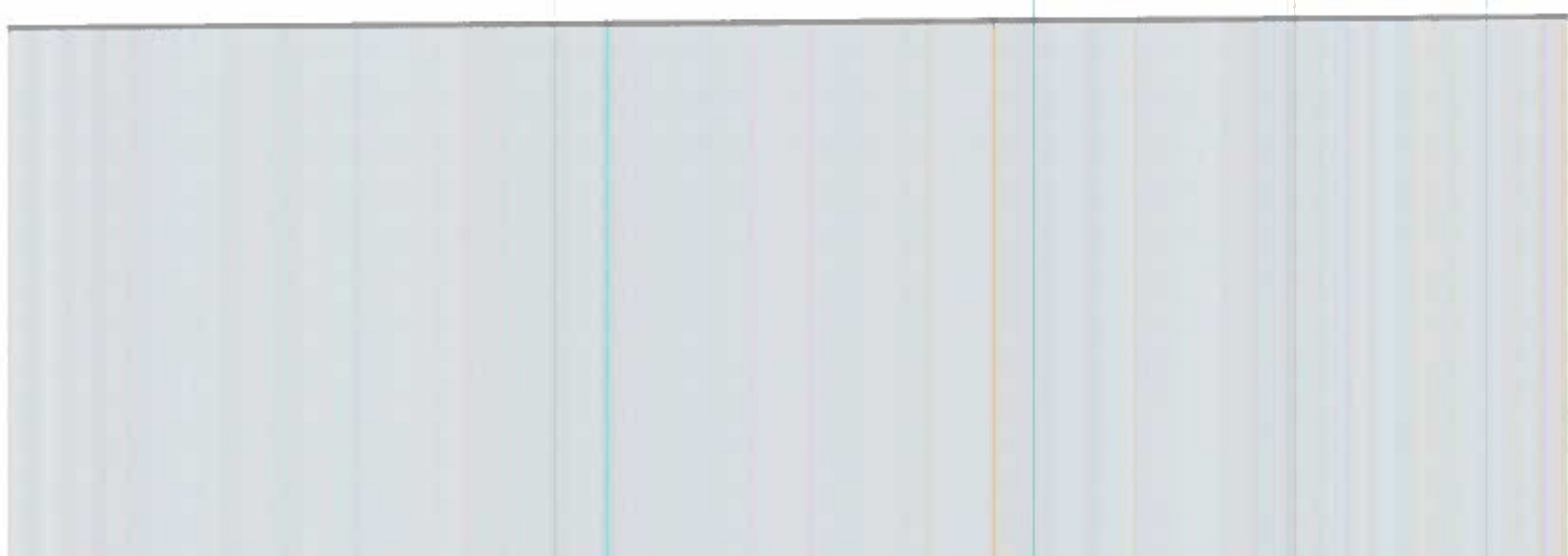
_____ Parent or Guardian Signature

_____ Date

_____ Member Name (First and Last)

_____ Member Name (First and Last)

_____ Member Name (First and Last)



RESOLUTION NO. 38-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE CITY MANAGER'S AND THE MAYOR'S EXECUTION OF A CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Law Enforcement ("FDLE") received a Coronavirus Emergency Supplemental Funding ("CESF") award from the United States Department of Justice to be used for preparation, prevention and response to the coronavirus pandemic; and

WHEREAS, FDLE has awarded the City of South Bay ("City") a CESF award in the amount of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the Mayor and City Manager executed a CESF Acceptance of Federal Funding Assistance on August 26, 2020; and

WHEREAS, the City Commission desires to ratify the execution of the Coronavirus Emergency Supplemental Funding Acceptance of Federal Funding Assistance and finds that the acceptance of the CESF award is in the best interest of the residents of the City.

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

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

Section 2. Authorization of the Mayor and City Manager. The City Commission of the City of South Bay hereby ratifies the Mayor and City Manager's execution a Coronavirus Emergency Supplemental Funding Acceptance of Federal Funding Assistance from the Florida Department of Law Enforcement for the purpose of implementing proposed activities which involve preparation, prevention and response efforts related to the coronavirus pandemic. The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 15th day of September 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____
Seconded by: _____

VOTE:

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

Application for Funding Assistance

Florida Department of Law Enforcement
CESF

Section 1: Administration

Subgrant Recipient

Organization Name: City of South Bay
County: Palm Beach

Chief Official

Name: Joe Kyles
Title: Mayor
Address: 335 Southwest 2nd Avenue
City: South Bay
State: FL **Zip:** 33493-2225
Phone: 561-996-6751 **Ext:**
Fax:
Email: kylesj@southbaycity.com

Chief Financial Officer

Name: Massih Saadatmand
Title: Finance Director
Address: 335 Southwest 2nd Avenue
City: South Bay
State: FL **Zip:** 33493-2225
Phone: 561-996-6751 **Ext:**
Fax:
Email: saadatmandm@southbaycity.com

Application for Funding Assistance

Florida Department of Law Enforcement
CESF

Section 1: Administration

Implementing Agency

Organization Name: City of South Bay

County: Palm Beach

Chief Official

Name: Joe Kyles

Title: Mayor

Address: 335 Southwest 2nd Avenue

City: South Bay

State: FL **Zip:** 33493-2225

Phone: 561-996-6751 **Ext:**

Fax:

Email: kylesj@southbaycity.com

Project Director

Name: Leondrae Camel

Title: City Manager

Address: 335 Southwest 2nd Avenue

City: South Bay

State: FL **Zip:** 33493-2225

Phone: 561-996-6751 **Ext:**

Fax:

Email: camell@southbaycity.com

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 2: Project Overview

General Project Information

Project Title: 2020 CESF PROGRAM
Subgrant Recipient: City of South Bay
Implementing Agency: City of South Bay
Project Start Date: 1/20/2020 **End Date:** 12/31/2020

Problem Identification

To date, the City of South Bay has 288 positive COVID tests. Palm Beach County has 17,453 positive tests with 563 deaths. To plan for additional outbreaks of COVID-19, the City is in critical need of enhanced computer technology to enable its staff and police officers to work remotely in order to maintain safety for themselves and their families. Computer hardware and software enhancements have not been budgeted because the need was not anticipated prior to the pandemic. The current hardware and software being utilized are outdated and do not have the capacity to allow remote access to this extent for City employees who are quarantined and working from home. It is vital that the City maintain its administration without diminishing services and/or violating Open Government laws.

Project Summary (Scope of Work)

The City of South Bay will use grant funds to prepare for, prevent, and/or respond to the coronavirus.

Deliverable 1: Grant funds will be used to purchase laptops, peripherals for laptops, and software to support remote working by City staff. Documentation to be provided at monitoring will include procurement information, purchase orders, invoices, packing slips, inventory records, and cancelled checks or statements.

Deliverable #2: Grant funds will be used to purchase internet technology software to maintain digital security in order to protect data being transmitted by staff working remotely on the open internet. Documentation to be provided at monitoring will include procurement information, purchase orders, invoices, packing slips, inventory records, and cancelled checks or statements.

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: CESF - Coronavirus Emergency Supplemental Funding

State Purpose Area: 3E - Equipment (OCO)

Objectives and Measures

Objective: Equipment Questions - Questions for all recipients purchasing equipment.

Measure: Equipment 01

Will the applicant expend funds on equipment?

Goal: Yes

Measure: Equipment 02

If yes, how much money is being allocated to purchasing equipment?

Goal: 30000

State Purpose Area: 4S - Supplies (Expenses)

Objectives and Measures

Objective: Supplies Questions - Questions for all recipients purchasing supplies.

Measure: Supplies 01

Will the applicant expend funds on supplies?

Goal: Yes

Measure: Supplies 02

If yes, how much money is being allocated to supplies?

Goal: 20000

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000429

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$20,000.00	\$0.00	\$20,000.00
Operating Capital Outlay	\$30,000.00	\$0.00	\$30,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$50,000.00	\$0.00	\$50,000.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 4: Financial (cont.)

Budget Narrative:

The amounts below are estimates based on information available at the time of application. Quantities may vary.

OCO = \$ 30,000

Approximately 25 laptops for remote access by quarantined staff = \$30,000

Expenses = \$20,000

Laptop peripherals (monitors, bags, docking stations, keyboards, mice, etc) for remote access by quarantined staff = \$10,850

Software for Cloud storage, backup and remote access by quarantined staff = \$9,150

Grant funds will be used to pay for any applicable shipping or freight charges. Extended warranties (if applicable) will not be requested for reimbursement on the grant.

The City of South Bay is responsible for any costs exceeding the grant allocation of \$50,000.

Application for Funding Assistance

Florida Department of Law Enforcement
Coronavirus Emergency Supplemental Funding

Section 4: Financial

Section Questions:

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: \$750

Coronavirus Emergency Supplemental Funding (CESF) Program

CERTIFICATE OF SUBAWARD

Subrecipient: City of South Bay

Subrecipient DUNS: 090262515

Date of Award: 08/24/2020

Grant Period: From: 01/20/2020 TO: 12/31/2020

Project Title: 2020 CESF PROGRAM

Subgrant Number: 2020-CESF-PALM-5-C9-032

Federal Funds: \$50,000.00

Matching Funds: \$0.00

Total Project Cost: \$50,000.00

CFDA Number: 16.034

Federal Award Number: 2020-VD-BX-0174

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research and Development: No

Indirect Cost: No

A subaward agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of South Bay (herein referred to as "Subrecipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Subrecipient in accordance with the terms and conditions set forth in the subgrant agreement, and

WHEREAS, the Department has available funds resulting from a federal Coronavirus Emergency Supplemental Funding Program Grant award issued under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C.

WHEREAS, the Subrecipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Subrecipient has provided an executed agreement to the Department.

NOW THEREFORE, in consideration of the foregoing:

A subaward is hereby made to the Subrecipient identified above. The subaward is for the amount and time period specified above.

This award is a cost-reimbursement agreement. Requests for reimbursement must be submitted on either a monthly or quarterly basis, as designated in the Financial Section of the agreement. The Subrecipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Supporting documentation includes, but is not limited to: timesheets, activity reports, paystubs, third-party contracts, quotes, procurement documents, equipment inventory records, purchase orders, original receipts, invoices, canceled checks or EFT records, or bank statements, as

Coronavirus Emergency Supplemental Funding (CESF) Program

CERTIFICATE OF SUBAWARD (continued)

applicable. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and requested supporting documentation.

The Subrecipient must provide Performance Reports on either a monthly or quarterly basis, as designated in the Performance Section of the agreement, to the Department attesting to the progress toward deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due no later than 15 days after the end of each reporting period.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, and/or the Office of Management and Budget (OMB) Uniform Grant Requirements (2 C.F.R. Part 200), in their entirety. It is also subject to the standard and special conditions attached and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government.

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.



Authorized Official
Rona Kay Cradit
Bureau Chief

8/27/2020
Date

This award is subject to the special conditions (if any) prescribed below.

Ref# S43107: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, specifically: conflict of interest statements (200.318(c)), acquiring duplicative/unnecessary items (200.318(d)), and prohibiting geographical preference (200.319(b)). All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

RESOLUTION 39-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE AWARD OF A COMMUNITY FACILITY TECHNICAL ASSISTANCE AND TRAINING GRANT FOR FISCAL YEAR 2020; RATIFYING THE CITY MANAGER'S SUBMISSION OF A USDA GRANT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") is desirous of redeveloping property located at 105 Palm Beach Road within the City; and

WHEREAS, through information and belief, the subject property is suspected to be contaminated with petroleum and/or hazardous substances, rendering it a Brownfields site; and

WHEREAS, the City Manager previously executed an Agreement with the United States Department of Agriculture Rural Housing Service ("USDA") for receipt of a Community Facility Technical Assistance and Training ("CF TAT") Grant, attached hereto as Exhibit "A"; and

WHEREAS, the CF TAT Grant is in the amount of Fifty Thousand Dollars (\$50,000.00), with a match in funds requirement by the City of Ten Thousand Dollars (\$10,000.00) for the construction of a shelter/community center; and

WHEREAS, the City and USDA have agreed to execute Form RD 1940-1 titled, "Request for Obligation of Funds" before the Agreement is signed by a USDA official; and

WHEREAS, the City Manager requests that the attached Agreement be ratified as it was formally executed by the City Manager on August 24, 2020, due to the City Manager having a fourteen (14) day window in which to send the CF TAT Grant Agreement back to USDA; and

WHEREAS, the City Commission now desires to ratify the submission of the United States Department of Agriculture Community Facility Technical Assistance and Training Grant Agreement to the United States Department of Agriculture; and

WHEREAS, City Commission finds that ratification of the submission of the United States Department of Agriculture Community Facility Technical Assistance and Training Grant approval of grant funds is in the best interest of the residents of the City.

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 hereby ratifies the City Manager's submission of a United States Department of Agriculture Community Facility Technical Assistance and Training Grant to the United States Department of Agriculture Agreement for redevelopment consideration of a parcel of land located at 105 Palm Beach Road within the City, as attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 15th day of September 2020.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



United States Department of Agriculture

Rural Development
Community Programs

July 28, 2020

4500 NW 27th Avenue
Suite D-2
Gainesville, FL
32606-7010

Mr. Neoleon Collins
City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493-2225

Voice 352.338.3440
Fax 352.338.3452

Dear Mr. Collins:

Congratulations on being selected as a Fiscal Year 2020 Grantee for the Community Facilities Technical Assistance and Training Disaster Grant (CF TAT) program. We have enclosed Form RD 1940-1, Request for Obligation of Funds, which reflects the grant amount that will be obligated. The CF TAT grant approval process will not be finalized until an approved Form RD 1940-1 has been executed by the Grantee and Agency.

We will also need verification of matching funds, if applicable, before we can finalize the grant award. It is our policy to re-verify matching funds once selections are made because commitments indicated in your application may have changed. Your verification of matching funds and the original signed copy of the Form RD 1940-1, must be submitted to USDA, Rural Development, 420 South SR 7, Suite 166, Royal Palm Beach, FL 33414, no later than 15 days from receipt of this letter. Please provide letters of commitment from each agency pledging matching funds for the CF TAT program.

Please note that travel costs may only be charged and reimbursed in accordance with the CF TAT grant agreement. Please review letter "B" under "Grantee agrees that Grantee will." If you purchase eligible equipment under the CF TAT program, you will need a written quote from a minimum of three qualified sources before making a decision. Documentation from those sources must be retained as part of your records.

A Rural Development staff member from the USDA, Rural Development, Royal Palm Beach Area Office, will service your grant account. An Agency Representative will be contacting you to complete a pre-closing Compliance Review. We have enclosed a courtesy copy of the CF TAT Grant Agreement for your review.

If you have any questions, please contact Jeanie Isler at 352-554-3199. We are looking forward to working with you in the implementation of a successful project that will have lasting benefits that will improve the quality of life in rural America.

Sincerely,

PHILIP LEARY
PHILIP L. LEARY
State Director

Digitally signed by
PHILIP LEARY
Date: 2020.07.29
10:26:25 -0400

Enclosures

cc: RPB A/O

**CITY OF MIAMI
CAPITAL PROJECT - FUND 318
2020-2021**

	2017-2018		2018-2019		2019-2020		2020-2021	
	BUDGET	YTD ACTUAL	BUDGET	YTD ACTUAL	BUDGET	Month	Proposed Budget	
Revenues:								
318-033-334410	PBC Grant	\$ 395,100	\$ 44,580	\$ 903,601	\$ 752,420	\$ -	\$ -	\$ -
318-033-334411	DOT - Street Resurfacing	-	-	1,477,000	983,327	-	358,456	-
318-033-334412	DOT - Street Improve Term-MLK	24,527	24,527	-	-	1,307,813	-	1,190,813
318-033-334413	DOT - Street Resurfacing 2nd Proj	147,896	147,896	-	-	-	-	-
318-033-334414	Street Improvement - DOT	-	116,781	-	30,000	280,000	-	-
318-033-334418	FL Division of Emergency Manage	-	-	-	-	124,416	-	-
318-033-334420	FL Division of Emergency Manage	-	-	84,675	84,675	307,500	232,152	504,435
318-033-334422	FL EPA Flood Control	-	-	-	-	530,000	-	-
318-033-335180	Local Gov 1 Cent Sales Tax	225,000	241,091	251,500	240,998	255,000	124,863	212,500
318-036-361100	Interest Income	-	1,610	3,250	11,293	8,750	4,936	3,150
318-038-381001	Transfer In From GF	125,000	125,000	68,000	68,000	-	-	-
318-038-381440	Transfer In From Sanitation Fund	-	-	50,000	50,000	100,000	-	-
	Fund Balance	471,889	-	-	-	-	-	-
	Total Revenues	\$ 1,389,412	\$ 701,485	\$ 2,838,026	\$ 2,220,713	\$ 2,913,479	\$ 720,407	\$ 1,910,898
Expenditures:								
318-311-546100	Building Maintenance	\$ 86,451	\$ 6,398	\$ -	\$ 26,475	\$ 174,416	\$ 32,734	\$ -
318-311-546150	Park Improvement	395,100	44,580	1,058,601	1,039,172	-	3,800	-
318-311-546155	Park - Design	-	-	84,675	84,675	307,500	232,152	1,190,813
318-311-546200	Street Improvement MLK	24,527	28,621	-	-	1,307,813	29,250	504,435
318-311-546205	FL Division Manage: Flood	-	-	-	-	530,000	10,562	-
318-311-546210	Street Imp. Resurfacing Project	147,896	228,764	217,750	30,000	280,000	59,824	-
318-311-546211	Street Improvement	-	-	-	-	-	-	-
318-311-546215	Local Street Improvement Project	735,438	118,302	1,477,000	1,067,162	-	399,562	100,000
318-311-546218	Local Street Improve City Project	-	-	-	69,855	100,000	9,660	-
	Fund Balance/ Reserve	-	274,820	-	-	213,750	-	115,650
	Total Expenditures	\$ 1,389,412	\$ 701,485	\$ 2,838,026	\$ 2,317,339	\$ 2,913,479	\$ 777,544	\$ 1,910,898



August 24, 2020

USDA Rural Development
420 South SR 7, Suite 166
Royal Palm Beach FL 33414

RE: City of South Bay CF TAT/ ST CO Borrower ID 09-050-747684217

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 H. Barnard
Vice Mayor

Esther E. Berry
Treasurer

John Wilson

Taranza L. McKelvin

Leondrae D. Camel
City Manager

Natalie Malone
City Clerk

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To whom it may concern:

The City of South Bay (City) wishes to thank the US Department of Agriculture for its selection of the City as a grantee for the FY2020 Community Facilities Technical Assistance Grant program. The City is eager to undertake the activities as described in our grant application and further agrees to manage the financial award as dictated in the grant agreement.

As directed in the award letter, the City includes as attachments to this letter, the signed forms and verification of matching funds. The City will contact Ms. Isler regarding any potential questions.

Should you have any questions regarding these attachments or require further information, please contact Leondrae Camel, City Manager and Project Director, at 561-996-6751 or at camell@southbaycity.com. Thank you again for your support of this critical project.

Sincerely,

Leondrae D. Camel
City Manager

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ()			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 09-050-747684217		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME South Bay, City Of		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Florida	
		5. COUNTY NAME Palm Beach	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1-WHITE 2-BLACK 3-ANIAN 4-HISPANIC 5-API	7. TYPE OF APPLICANT 1-INDIVIDUAL 2-PARTNERSHIP 3-CORPORATION 4-PUBLIC BODY 5-ASSOC OF FARMERS 6-ORG. OF FARMERS 7-NONPROFIT REGULAR 8-NONPROFIT FAITH BASED 9-INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	8. COLLATERAL CODE 1-REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3-NOTE ONLY OR CHATTEL ONLY 4-MACHSERY ONLY 5-LIVESTOCK ONLY 6-CROPS ONLY 7-SECURED BY BONDS 8-PLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1-EMPLOYEE 2-MEMBER OF FAMILY 3-CLOSE RELATIVE 4-ASSOC.
10. SEX CODE 1-MALE 2-FEMALE 3-FAMILY UNIT 4-ORGAN MALE OWNED 5-ORGAN FEMALE OWNED 6-PUBLIC BODY	11. MARITAL STATUS 1-MARRIED 2-SEPARATED 3-UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1-YES 2-NO	13. CREDIT REPORT 1-YES 2-NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1-MONTHLY 2-ANNUALLY 3-SEMI-ANNUALLY 4-QUARTERLY	16. FEE INSPECTION 1-YES 2-NO	
17. COMMUNITY SIZE 1-10,000 OR LESS (FOR SFH AND HPO ONLY) 2-OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 851 (See FMI)	20. PURPOSE CODE 1	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1-OBLIGATION ONLY 2-OBLIGATION/CHECK REQUEST 3-CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1-INITIAL 2-SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$50,000.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0%	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1-FULL PROFIT 2-LIMITED PROFIT 3-NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1-CREDIT SALE ONLY 2-ASSUMPTION ONLY 3-CREDIT SALE WITH SUBSEQUENT LOAN 4-ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the forms we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL
Subject to the conditions of the grant agreement

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both.

Date August 24, 2020

[Handwritten Signature]

(Signature of Applicant)

Date _____, 20____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Philip L Leary

Date Approved: _____

Title: State Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ()			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 09-050-747684217		LOAN NUMBER	FISCAL YEAR
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Subject to the conditions of the grant agreement

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Date August 24, 20 20 [Signature] (Signature of Applicant)

Date _____, 20 _____ (Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Philip L Leary

Date Approved: _____ Title: State Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

**United States Department of Agriculture
Rural Housing Service**

Community Facilities Technical Assistance and Training Grant Agreement

THIS GRANT AGREEMENT (Agreement), effective the date the Agency official signs the document, is a contract for receipt of grant funds under CDFA Number 10.766 Community Facilities Technical Assistance and Training Grant (TAT), (authorized under The Consolidated Farm and Rural Development Act (7 U.S.C. 1926(a)(26)).

BETWEEN City of South Bay

a private or public or tribal organization, (Grantee) and the United States of America acting through the Rural Housing Service, Department of Agriculture, (Agency or Grantor), for the benefit of the Ultimate Recipient(s) listed in Grantee's application for the grant.

WITNESSETH:

The amount of the grant is \$ \$50,000.00 (Grant Funds). Matching funds, if required, in the amount of \$ \$10,000.00, will be provided by Grantee. Grantor agrees that it will make available to Grantee for the purpose of this Agreement funds in an amount not to exceed the Grant Funds. The funds will be disbursed to Grantee on a pro rata basis if the Grantee is contributing matching funds. The Grantee and Agency will execute Form RD 1940-1, "Request for Obligation of Funds" before this Agreement is signed by the Agency official NOW, THEREFORE, in consideration of said grant;

Grantee agrees that Grantee will:

- A. Use Grant Funds only for the purposes and activities specified in the application package approved by the Agency (see Attachment B) including the approved budget in accordance with 2 CFR 200.308 and 2 CFR 200.407;
- B. Charge any expenses for travel and per diem that will not exceed the rates permitted under 2 CFR 200.474;
- C. Charge any meeting expenses in accordance with 31 U.S.C. 1345. Grant Funds may not be used for travel, transportation, and subsistence expenses for a meeting. Matching funds may be used to pay these expenses. Any meeting or training not delineated in the application must be approved by the Agency to verify compliance with 31 U.S.C. 1345;

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0198. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and reviewing the collection of information.

D. Provide periodic reports as required by the Agency, in accordance with 2 CFR 200.328. Specifically:

(1) SF-425, "Federal Financial Report" and SF-PPR, "Performance Progress Report" will be required on a quarterly basis (due 30 calendar days after each calendar quarter). Quarterly end dates are 3/31, 6/30, 9/30 and 12/31. A final report may serve as the last quarterly report. Grantee shall constantly monitor performance to ensure that time schedules are being met and projected goals by time periods are being accomplished. The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

- i. Describe the activities that the funds reflected in the financial status report were used for;**
- ii. A comparison of actual accomplishments to the objectives for that period;**
- iii. Reasons why established objectives were not met, if applicable;**
- iv. Problems, delays, or adverse conditions which will affect attainment of overall program objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular objectives during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation;**
- v. Objectives and timetables established for the next reporting period;**
- vi. Summary of the race, sex, and national origin of the Ultimate Recipients and a summary from the Ultimate Recipients of the race, sex, and national origin of the beneficiaries; and**
- vii. The final report (due 90 calendar days after the period of performance end date) will also address the following:**
 - (a) What have been the most challenging or unexpected aspects of this program?**
 - (b) What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the**

program. If you had the opportunity, what would you have done differently?

- (c) Are there any post-grant plans for this project? If yes, how will they be financed?
- (d) Did your organization have the technical experts needed to maximize the use of the grant? If not, what other technical, legal, or other experts should be available to other Ultimate Recipients?

viii. A summary at the end of the final report with the following elements to assist in documenting the annual performance goals of the TAT program for Congress;

- (a) A description of the activities that the funds reflected in the financial status report were used for;
- (b) A comparison of actual accomplishments to the objectives for that period;
- (c) Reasons why established objectives were not met, if applicable;
- (d) Problems, delays, or adverse conditions which will affect attainment of overall program objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular objectives during established time periods. This disclosure shall be accomplished by a Statement of the action taken or planned to resolve the situation;
- (e) Objectives and timetables established for the next reporting period;
- (f) A summary of the race, sex, and national origin of the Ultimate Recipients;
- (g) What have been the most challenging or unexpected aspects of this grant?
- (h) What advice would you give to other organizations planning a similar grant? What are the strengths and limitations of this grant? If you had the opportunity, what would you have done differently?

(i) Are there any post-grant plans for this Project? If yes, how will they be financed?

(2) The Agency may make site visits as warranted by program needs.

E. Any default or noncompliance will be subject to provisions in accordance with 2 CFR 200.338 and 200.339;

F. In accordance with 2 CFR 200.327, the Agency solicits the collection of financial information. This information will be collected annually. The Grantee will provide financial management systems which will include:

(1) Identification, in its accounts, of all Grants received and expended and the Federal programs under which they were received.

Federal program and federal award identification must include, as applicable the CFDA title and number, Federal Award Identification Number (FAIN) and year, and name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each grant in accordance with 2 CFR Parts 200 and 400. Financial reporting will be submitted annually on an accrual basis. If the Grantee maintains their books on other than an accrual basis, the Grantee is not required to establish an accrual accounting system, but all reports must be in an accrual format.

(3) Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, expenditures, income and interest and supported by source documentation.

(4) Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes under 2 CFR Parts 200 and 400.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to implement the requirements of 2 CFR 200.305 Payment.

(7) Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, Subpart E—Cost Principles and the terms and conditions of the Federal award.

G. In accordance with 2 CFR 200.333, financial records, supporting documents, statistical records, and all other Grantee records pertinent to the grant generally must be retained for a period of three years from the date of submission of the final expenditure report 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 Agency. Limited exceptions are provided in 2 CFR 200.333;

H. The Grantee will comply with audit requirements in 2 CFR 200.501-200.511. A Grantee that expends \$750,000 or more during the Grantee's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR 200.514. If Grantee expends less than \$750,000 in Federal awards during its fiscal year, records must be available for review or audit by the Agency and General Accountability Office (GAO);

I. The Grantee must not encumber, transfer or dispose of the equipment or any part thereof, acquired wholly or in part with Grantor funds without the written consent of the Grantor in accordance with 2 CFR § 200.313;

J. In accordance with 2 CFR 200.314, supplies and title to supplies will vest in the Grantee upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federal award, the Grantee must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Agency for its share;

K. Not duplicate other program activities for which monies have been received, are committed, or are applied to from other sources (public or private);

L. The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment D regarding the DUNS Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25. For the purposes of this Agreement, "you" in Attachment C shall mean "Grantee" as defined hereunder;

- M. The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 CFR 200.11-200.113.

Both Parties Agree:

- A. The Agency will make payments under this agreement in accordance with 2 CFR 200.305. Advance payments are made when the Grantee maintains or demonstrates the willingness to maintain both written procedures to minimize the delay of transfer of funds and financial management systems for fund control and accountability. When these requirements cannot be met, reimbursement method of payment will be used. The Grantee shall request reimbursement or advance of Grant Funds, as applicable, by using Form SF 270, "Request for Advance or Reimbursement." All requests for advances or reimbursements must include matching fund usage. If matching funds are used, matching funds must be at least equal to the grant amount requested and are not to exceed the Grant Funds. The funds will be disbursed to Grantee on a pro rata basis, if the Grantee is contributing matching funds. The Grantee and Agency will execute Form RD 1940-1, "Request for Obligation of Funds" before this Agreement is signed by the Agency official;
- B. Grantee may revise its budget and/or program plans with prior Agency written approval in accordance with 2 CFR 200.308;
- C. Any Grant Funds disbursed and not needed for grant purposes will be returned immediately to the Grantor;
- D. The Agency will provide notice of any termination and appeal rights in accordance with 2 CFR 200.340 and 200.341. Additionally, the provisions of 2 CFR 200.339 and 200.471 apply;
- E. In accordance with 2 CFR 200.300, statutory and national policy requirements, Grantees will comply with title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973 and Executive Order 12250. Each grantee must sign Form RD 400-4, "Assurance Agreement";
- F. All contracts made by the Grantee under the Grant must contain the provisions as outlined in Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards;

- G. The provisions of 2 CFR parts 200 and 400 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and 7 CFR 3570 Subpart F and any applicable Notice published in the Federal Register are incorporated herein and made a part hereof by reference; and
- H. **THE AGENCY MUST MANAGE AND ADMINISTER THE GRANT IN A MANNER CONSISTENT WITH 2 CFR 200.210 AND 2 CFR 200.300. THE AGENCY WILL ENSURE THAT FEDERAL FUNDING IS EXPENDED AND ASSOCIATED PROGRAMS ARE IMPLEMENTED IN FULL ACCORDANCE WITH U.S. STATUTORY AND PUBLIC POLICY REQUIREMENTS: INCLUDING, BUT NOT LIMITED TO, THOSE PROTECTING PUBLIC WELFARE, THE ENVIRONMENT, AND PROHIBITING DISCRIMINATION.**

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed by:

Leondra D. Camel

Attest:

[Signature]

By: City of South Bay
(Grantee)

(Title) City Manager

Date August 24, 2020

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By _____
(Grantor) (Name)

(Title) Philip L. Leary, State Director

(Address) 4500 NW 27th Avenue, Suite D-2, Gainesville, FL

Date (Federal Award Date) _____

Attachment A
[Information specific to this grant]

Attachment B
[Application proposal submitted by Grantee]

Attachment C
[Reporting Subawards and Executive Compensation]

Attachment D
[Central Contractor Registration and Universal Identifier Requirements]

ATTACHMENT A

**United States Department of Agriculture
Rural Housing Service**

COMMUNITY FACILITIES TECHNICAL ASSISTANCE AND TRAINING GRANT

Name of Grantee: CITY OF SOUTH BAY

DUNS #: 090262515

Project type (Technical Assistance and/or Training): CF TAT DISASTER ASSISTANCE GRANT

Project description: DEVELOPMENT OF SHELTER/COMMUNITY CENTER

Federal Award Date: _____

Period of Performance

Beginning date: _____ **Ending date:** _____

Amount of Federal Funds Obligated by this action: \$ \$50,000.00

Total amount of Federal Funds Obligated: \$ \$50,000.00

Total Amount of the Federal Award: \$ \$50,000.00

Project Budget:

Total estimated project cost: \$ \$60,000.00

Grant amount: \$ \$50,000.00

Match amount: \$ \$10,000.00

Indirect Cost Rate: (Indirect Costs cannot exceed 10% of the Grant amount per 3570.264(j))

ATTACHMENT C

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. **Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.html>)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. *Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.*

ATTACHMENT D

I. Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.**
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____,210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").**
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.**

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and**
- b. Is accountable to you for the use of the Federal funds provided by the subaward.**



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

Burnadette Norris-Weeks
 City Attorney

"An equal Opportunity
 Affirmative Action Employer"

To: Honorable Mayor and Commissioners
 From: Massih Saadatmand, Finance Director
 Thru: Mr. Leondrae Camel, City Manager
 Date: September 10, 2020
 Ref: Weekly check register

Enclosed, please find the summary of check register as of September 10, 2020:

General Fund

• Utility:			
	Comcast	\$	282.15
	PBC water utility		1,717.56
• Ally			725.70
• Clark			574.66
• Economy Transmission			35.00
• Cougar Mountain			144.00
• FL labor Law			89.50
• Hendrick Services			176.80
• Original Equipment			127.69
• Performance NAPA			179.11
• Season To Season			230.00
• Rexel			130.39
	Total	\$	4,412.56

Capital Project

CAP Engineering	\$	11,700.00
2 S B W		28,500.00
		<u>40,200.00</u>

Sanitation Fund

Waste Management	\$	<u>23,400.92</u>
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AP Check Register Report
City Of South Bay (CSBFND)

09/03/2020 9:36:49 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12818	ALLY	ALLY	09/03/2020	725.70
12819	CLARKE	CLARKE	09/03/2020	574.66
12820	COMCAST	COMCAST	09/03/2020	282.15
12821	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	09/03/2020	144.00
12822	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	09/03/2020	35.00
12823	FLORIDA LABOR LAW PO	FLORIDA LABOR LAW POSTER SERVICE	09/03/2020	89.50
12824	HENDRICK SERVICES	Hendrick Services	09/03/2020	176.80
12825	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	09/03/2020	127.69
12826	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	09/03/2020	1,717.56
12827	PERFORMANCE NAPA	PERFORMANCE NAPA	09/03/2020	179.11
12828	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	09/03/2020	230.00
Non-Electronic Transactions:				4,282.17
Total Transactions:				4,282.17

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

08/28/2020 10:26:25 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12817	REXEL	REXEL	08/28/2020	130.39
Totals:			Total Transactions:	130.39

AP Check Register Report

City Of South Bay (CSBFND)

08/28/2020 2:47:54 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
193	CAP ENGINEERING	CAP ENGINEERING	08/28/2020	11,700.00
			Non-Electronic Transactions:	11,700.00
			Total Transactions:	11,700.00

AP Check Register Report
City Of South Bay (CSBFND)

09/03/2020 10:24:56 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
194	2 SBW	2 S.B.W. & ASSOCIATES, INC	09/03/2020	28,500.00
Non-Electronic Transactions:				28,500.00
Total Transactions:				28,500.00

AP Check Register Report
City Of South Bay (CSBFND)

09/03/2020 10:16:59 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
225	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	09/03/2020	23,400.92
			Non-Electronic Transactions:	23,400.92
			Total Transactions:	23,400.92