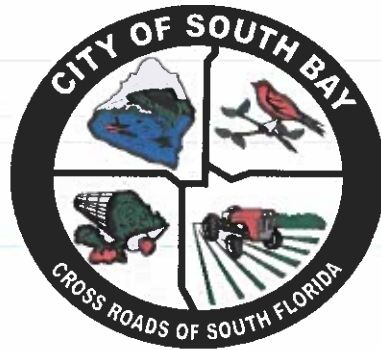


Tuesday, August 06, 2019



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

CITY OF SOUTH BAY
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBER

335 SW 2ND Avenue
South Bay, FL 33493

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

Tuesday, August 06, 2019

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

Tuesday, August 06, 2019

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.

Tuesday, August 06, 2019
CITY OF SOUTH BAY, FL
CITY WORKSHOPAGENDA
CITY COMMISSION CHAMBERS
6:00PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - 3a. **FY 2019-2020 Proposed Budget Capital Project**
4. **ADJOURNMENT**

Tuesday, August 06, 2019
REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
CITY COMMISSION CHAMBERS
7:00PM

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

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

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

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

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS/PROCLAMATIONS

3a. Claude Diles, Jr., Broker Associate
Coldwell Banker Commercial
Investment and Commercial
Lynn Leisure Development Creative: A Design Company

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

5. CONSENT AGENDA

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

5a. Approval of City Minutes - July 16, 2019 (Regular City Meeting)

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

6a. RESOLUTION NO. 27-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ADOPTING A CYBER SECURITY POLICY; PROVIDING FOR ALLOCATION OF FUNDS PROVIDING AN EFFECTIVE DATE.

6b. RESOLUTION: 28-2019

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN AGREEMENT BETWEEN PALM BEACH

Tuesday, August 06, 2019

COUNTY AND THE CITY OF SOUTH BAY FOR IMPLEMENTATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO SUPPORT CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.

6c. RESOLUTION NO. 29-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING OF THE FLOOD AND WATERWAY MANAGEMENT PROJECT, ATTACHED AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

6d. RESOLUTION 30-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2020 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE.

6e. RESOLUTION 31-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE PAYMENT OF THREE (3) WORK ORDERS FROM TOTAL SOLUTION CONTRACTORS, INC. IN THE AMOUNT OF FIFTY-TWO THOUSAND DOLLARS (\$52,000.00) REGARDING THE PARKS MODERNIZATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

6f. RESOLUTION 32-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE EMERGENCY EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND "2" S.B.W. & ASSOCIATES INC. FOR CITY HALL INTERIOR FLOORING REPLACEMENT; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE

ORDINANCE NO. 03-2019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CHANGING THE DATE OF THE MARCH 2020 GENERAL ELECTION TO COINCIDE WITH THE STATEWIDE PRESIDENTIAL PREFERENCE PRIMARY; ESTABLISHING THE

Tuesday, August 06, 2019

DATES FOR QUALIFICATION OF CANDIDATES; PROVIDING FOR TRANSMITTAL TO THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

8. ROSENWALD ELEMENTARY SCHOOL

8a. Appreciation and Recognition for Mrs. Dionne Napier (Former Principal)

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. FLC 2019 93rd Annual Conference: August 15 - 17 Aug, 2019

10b. Palm Beach County School District : Cele " B" rate Good Times Come On

11. CITY MANAGER REPORT

11a. Audit Selection Committee Results

11b. 2019 - 2020 Interim Legislative Committee Schedule

11c. Legislative Consulting Services

11d. Legislative Community tour - Friday, August 9, 2019

11e. Unsolicited Proposal

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS/FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY

Page 3688

City Workshop

July 16, 2019

6:30PM

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on July 16, 2019 at 6:30 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther E. Berry
Commissioner John Wilson
Commissioner Taranza McKelvin at 6:46pm

Staff:

Leondrae Camel, City Manager
Burnadette Norris Weeks, City Attorney
Nepoleon Collins, Economic and Business Development Management
Natalie Malone, City Clerk
Massih Saadatmand, Finance Director
Catalina Cruz, City Clerk Assistant

1. Presentations/Proclamations

1a. Claude Diles, Jr., Broker Associate

Coldwell Banker Commercial
Investment and Commercial
Lynn Leisure Development Creative: A Design Company

Mr. Diles presented a business opportunity for an Amusement Park to the City. *(For full discussion/ recording through the City Clerk's Office/ City Website)*

1b. Asher Keidan, President

SB USA Holdings, LLC
Knightsbridge

Mr. Keidan proposed a business opportunity for a distribution center (Supreme Framing System-Steel) to the City. *(For full discussion/ recording through the City Clerk's Office/ City Website)*

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

Motion moved by: Commissioner Wilson

Second by: Vice Mayor Barnard

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

CITY OF SOUTH BAY
REGULAR CITY MEETING
At 7:00P.M.

A City Workshop of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on July 16, 2019 at 7:00 p.m.

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther E. Berry
Commissioner John Wilson
Commissioner Taranza McKelvin at 6:24pm

Staff:

Burnadette Norris Weeks, City Attorney
Leondrae Camel, City Manager
Natalie Malone, City Clerk
Massih Saadatmand, Finance Director
Catalina Cruz, City Clerk Assistant

Mayor Kyles called for any voting conflicts, there were none.

1. PRESENTATIONS/PROCLAMATIONS

Angela Johnson
Partnership Specialist
Field Division/Atlanta Regional Office
US Department of Commerce/Census Bureau

Mrs. Johnson discussed the 2020 Census, the meaning, the benefits, and it's overall importance.

(For full discussion/ recording through the City Clerk's Office/ City Website)

2. CONSENT AGENDA

Mayor Kyles called for approval of the consent agenda, inclusive of the City Commission:

- Amended Regular City Meeting Minutes of June 04, 2019
- Amended City Workshop Meeting Minutes of June 04, 2019
- Regular City Meeting Minutes of June 18, 2019
- City Workshop Meeting Minutes of June 18, 2019

Moved By: Commissioner Wilson

Seconded by: Commissioner McKelvin

(For full discussion/ recording through the City Clerk's Office/ City Website)

3. RESOLUTION

3a. RESOLUTION NO. 20-2019

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, CREATING AN AUDIT COMMITTEE PURSUANT TO SECTION 218.391, FLORIDA STATUTES; PROVIDING FOR PURPOSE; PROVIDING FOR MEMBERSHIP; PROVIDING FOR DUTIES AND RESPONSIBILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Commissioner Berry

Seconded by: Commissioner Wilson

VOTE:

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

Commissioner Berry stated, (Section 3: Membership) the designee for the Audit Committee should be the City Treasurer.

(For full discussion/ recording through the City Clerk's Office/ City Website)

3b. RESOLUTION NO. 21-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2019,

THROUGH SEPTEMBER 30, 2020, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Vice-Mayor Barnard
Seconded by: Commissioner McKelvin

VOTE:

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

City Manager Camel advised that in the City Commission Chambers, (in accordance with Florida Statue. 200.065) the City will hold its:

First Budget Meeting on proposed budget and Millage Rate on September 10, 2019 at 7:00pm.

The Second and Final Public Hearing on the budget will be held September 17, 2019 at 7:00pm

Location: 335 SW 2nd Ave in South Bay FL

Commissioner Berry questioned the notation on the bottom of page 2 (Ad Valorem tax), the notation was made by the Finance Director. (For full discussion/ recording through the City Clerk's Office/ City Website)

3c. RESOLUTION NO. 22-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MODIFICATION TO EXTEND THE EXPIRATION DATE OF A STATE FUNDED GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, TO FUND AN EMERGENCY SHELTER AND CARE CENTER WITHIN THE CITY LIMITS; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Commissioner McKelvin
Seconded by: Commissioner Wilson

VOTE:

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

(For full discussion/ recording through the City Clerk's Office/ City Website)

3d. RESOLUTION NO. 23-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA; REQUESTING THE PURCHASE OF AN ICE MACHINE FOR CITY HALL IN THE AMOUNT OF FOUR THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS AND 79/100 CENTS (\$4,137.79); PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Vice-Mayor Barnard
Seconded by: Commissioner Wilson

VOTE:

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

(For full discussion/ recording through the City Clerk's Office/ City Website)

3e. RESOLUTION NO. 24-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Commissioner Wilson
Seconded by: Commissioner Berry

VOTE:

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

Commissioner Wilson asked about section 3 (stating) no up-front cost to the City. **City Manager Camel** stated that that was correct.

(For full discussion/ recording through the City Clerk's Office/ City Website)

3f. RESOLUTION NO. 25-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA DECLARING A LOCAL PREFERENCE INTENT FOR HIRING LOCAL BUSINESSES WHEN THE CITY OF SOUTH BAY PROCURES SERVICES UTILIZING FUNDING FROM CITY GENERATED RESOURCES OR FUNDING FROM NON-STATE AND NON-FEDERAL GOVERNMENTAL ENTITIES; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Commissioner Wilson
Seconded by: Commissioner McKelvin

VOTE:

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

Commissioner Wilson asked about bids going out. Would there be an attachment in the bid to let the individual know we (the City) want local participation?

City Manager Camel stated that the City would do it's best to include that.

(For full discussion/ recording through the City Clerk's Office/ City Website)

3g. RESOLUTION NO. 26-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RESCINDING RESOLUTION 09-2018

DUE TO THE INABILITY OF SOUTH FLORIDA LOGISTICAL HOLDINGS, LLC (AN AFFILIATE OF SOUTH FLORIDA CRYSTALS CORPORATION) AND THE CITY OF SOUTH BAY TO NEGOTIATE TERMS NECESSARY FOR AN ECONOMIC DEVELOPMENT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Commissioner McKelvin

Seconded by: Commissioner Wilson

VOTE:

Commissioner Berry	NO
Commissioner McKelvin	YES
Commissioner Wilson	YES
Vice-Mayor Barnard	YES
Mayor Kyles	NO

(For full discussion/ recording through the City Clerk's Office/ City Website)

4. ROSENWALD ELEMENTARY SCHOOL

Commissioner McKelvin advised that Ms. Napier is no longer the Principal for Rosenwald Elementary School. Mr. Bruce Hightower is the new Principal. He also stated that Rosenwald is a C+.

(Full discussion/ recording available through the City Clerk's Office)

Commissioner Berry stated that she would like the Commission to consider an appreciation, in recognition for Ms. Napier (former Principal). Proposed as a new business item for the Commission, Mrs. Napier's recognition would be for her; commitment to the school, the families, the Glades Community, and the School District for her years of service. Commissioner Berry also suggested the recognition be a part of the City's' historical archive.

(Full discussion/ recording available through the City Clerk's Office)

Mr. Kevin Wright presented on behalf of the Schools in the Glades. He thanked everyone for coming out to the Meet and Greet for Rosenwald's new Principal, Bruce Hightower. He also advised that on August 09, 2019 at Lomax Harold Pavilion in Belle Glade; there would be a Region Celebratory Gathering form 5pm to 8pm.

(Full discussion/recording available through the City Clerk's Office)

5. Finance Report

Commissioner Berry asked that this item be tabled until the next Commission Meeting.

(Full discussion/recording available through the City Clerk's Office)

Moved By: Commissioner Berry
Seconded by: Commissioner Wilson

6. City Clerk Report

6a. FL League of Cities Award

City of South Bay: Recipient of the 2019 Home Rule Hero Award.

6b. FL League of Cities Meeting

The next meeting is scheduled for July 24, 2019 at The American Finnish Club (908 Letho Lane, Village of Palm Springs).

6c. 2020 Municipal Election Date

Memo presented to Commission in regards to the 2020 Election date change request.

(For full discussion/recording through the City Clerk's Office/ City Website)

7. The City Manager Report

7a. Palm Beach County Sheriff Department

Presented the City of South Bay with a 2% increase, the City will be presenting an agreement recommending a 1% increase for the upcoming calendar fiscal year.

7b. Comprehensive Plan Water Supply Element

The City Manager advised that that the water supply element is being updated.
(Full discussion / recording available through the City Clerk's Office)

7c. National League of Cities: Love my City Campaign

About two weeks ago, the City Manager went to Indianapolis, Indiana. He spoke in regards to putting together a digital campaign, about how we love our City. The campaign will include taking pictures, engaging residents, and just talking about how we love our City. The four pillars are:

1. Encouraging civic engagement
2. Building Communities for all generations
3. Uplifting legacy cities
4. Ensuring housing for all

(For full discussion/ recording through the City Clerk's Office/ City Website)

7e. Comprehensive Retail Recruitment Plan

The Mayor and the City Manager attended the International Council of Shopping Centers in Las Vegas. The two met had an opportunity to sit down with several companies regarding recruiting and retailing of developers.

(For full discussion/ recording through the City Clerk's Office/ City Website)

7f. Unsolicited Proposal

This proposal was in regard to the Park of Commerce, from SB USA Holdings, LLC at Knightsbridge (Asher Keidan, President).

(For full discussion/ recording through the City Clerk's Office/ City Website)

7g. Southeast Section Flood Control Project

There are two things that are taking place in the Southeast section. The design for the Southeast section is 97% complete in regards to the Storm Water. The City has received one proposal for the resurfacing of the roadways in the Southeast section.

(For full discussion/ recording through the City Clerk's Office/ City Website)

8. CITY ATTORNEY REPORT

No report

(For full discussion/ recording through the City Clerk's Office/ City Website)

9. FUTURE AGENDA ITEMS

Commissioner Berry:

- Appreciation for Mrs. Dionne Napier
- Charter Revision (why it was requested, wording, and language)
- 2021 Legislative Session (1:52)

(For full discussion/ recording through the City Clerk's Office/ City Website)

Commissioner Wilson

- Illegal dumping: would like a Resolution to be brought before the Commission for approval

(For full discussion/ recording through the City Clerk's Office/ City Website)

10. COMMISSIONER COMMENTS

Commissioner Wilson:

Free Apprentice Trade(Arborist, HVAC, Electrical, Welding, Plumbing)

Located at West Tech (Registration is July 8-August 16)

Contact #561-829-4615.

Thanked everyone for coming out.

(For full discussion/ recording through the City Clerk's Office/ City Website)

Commissioner Berry:

Thanked everyone for coming out

(For full discussion/ recording through the City Clerk's Office/ City Website)

10 Vice-Mayor Barnard:

Thanked everyone for coming out.

(For full discussion/ recording through the City Clerk's Office/ City Website)

10d. Mayor Kyles:

- Chamber of Commerce
 - Volunteers
 - Business
 - Finance

- US Army Core Engineer- Senate Bill 10-Employment Opportunities for multi vacancies in the South FL, area. Open to the Public
Thursday August 01, 2019 at 10:00am-3:00pm
- Council on the Social Status o Black Men and Boys (meeting next Tuesday at 6:00pm)
- Thanked everyone for coming out and addressed the 1050 building condition.

(For full discussion/ recording through the City Clerk's Office/ City Website)

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION NO. 27-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ADOPTING A CYBER SECURITY POLICY; PROVIDING FOR ALLOCATION OF FUNDS PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of South Bay is in need of a Cyber Security Policy for its employees and other persons working within its computer network; and

WHEREAS, City representatives have the responsibility to use the City's technology resources in an efficient, effective, ethical and lawful manner pursuant to all existing City and departmental policies; and

WHEREAS, the City Commission of the City of South Bay desires to adopt the Cyber Security Policy, attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of South Bay, Florida that:

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. **Adoption of Cyber Security Policy.** The City Commission of the City of South Bay, Florida hereby adopts the Cyber Security Policy, attached hereto as Exhibit "A". The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 6th day of August, 2019.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Cyber Security Policy

City of South Bay, Florida Cyber Security Policy

Policy Brief and Purpose

The cyber security policy outlines our guidelines and provisions for preserving the security of our data and technology infrastructure.

The more we rely on technology to collect, store and manage information, the more vulnerable we become to severe security breaches. Human errors, hacker attacks and system malfunctions could cause great financial damage and may jeopardize our City's reputation.

For this reason, we have implemented a number of security measures. We have also prepared instructions that may help mitigate security risks. We have outlined both provisions in this policy.

Scope

This policy applies to all our employees, contractors, volunteers and anyone who has permanent or temporary access to our systems and hardware.

Policy elements

Confidential data

Confidential data is secret and valuable. Common examples are:

- Financial information
- Data of employees/commission/vendors
- Patents, formulas or new technologies
- Employee lists (existing and prospective)

All employees are obliged to protect this data. In this policy, we will give our employees instructions on how to avoid security breaches.

Protect personal and City devices

When employees use their digital devices to access City emails or accounts, they introduce security risk to our data. We advise our employees to keep both their personal and City-issued computer, tablet and cell phone secure. They can do this if they:

- Keep all devices password protected.
- Choose and upgrade a complete antivirus software (Desktop/Laptop/City issued Mobile-only).
- Ensure they do not leave their devices exposed or unattended.
- Install security updates of browsers and systems monthly or as soon as updates are available (Desktop/Laptop/City issued Mobile-only).
- Log into city accounts and systems through secure and private networks only.

We also advise our employees to avoid accessing internal systems and accounts from other people's devices or lending their own devices to others.

When new hires receive City-issued equipment they will receive instructions for:

- *[Disk encryption setup]*
- *[Password management tool setup]*
- *[Installation of antivirus/ anti-malware software]*

They should follow instructions to protect their devices and refer to Coastal Network Solutions, LLC. if they have any questions.

Keep emails safe

Emails often host scams and malicious software (e.g. worms.) To avoid virus infection or data theft, we instruct employees to:

- Avoid opening attachments and clicking on links when the content is not adequately explained (e.g. “watch this video, it’s amazing.”)
- Be suspicious of clickbait titles (e.g. offering prizes, advice.)
- Check email and names of people they received a message from to ensure they are legitimate.
- Look for inconsistencies or giveaways (e.g. grammar mistakes, capital letters, excessive number of exclamation marks.)

If an employee isn’t sure that an email they received is safe, they can refer to Coastal Network Solutions, LLC.

Manage passwords properly

Password leaks are dangerous since they can compromise our entire infrastructure. Not only should passwords be secure so they won’t be easily hacked, but they should also remain secret. For this reason, we advise our employees to:

- Choose passwords with at least eight characters (including capital and lower-case letters, numbers and symbols) and avoid information that can be easily guessed (e.g. birthdays.)
- Remember passwords instead of writing them down. If employees need to write their passwords, they are obliged to keep the digital document confidential and destroy it when their work is done.
- Exchange credentials only when absolutely necessary. When exchanging them in-person isn’t possible, employees should prefer the phone instead of email, and only if they personally recognize the person they are talking to.
- Change their passwords every six months.

Remembering a large number of passwords can be daunting. We will begin implementing a password management tool which generates and stores passwords. Employees are obliged to create a secure password for the tool itself, following the abovementioned advice.

Transfer data securely

Transferring data introduces security risk. Employees must:

- Avoid transferring sensitive data (e.g. customer information, employee records) to other devices or accounts unless absolutely necessary. When mass transfer of such data is needed, we request employees to ask Coastal Network Solutions, LLC. for help.
- Share confidential data over the City network/system and not over public Wi-Fi or private connection.
- Ensure that the recipients of the data are properly authorized people or organizations and have adequate security policies.
- Report scams, privacy breaches and hacking attempts

Our Coastal Network Solutions, LLC. needs to know about scams, breaches and malware so they can better protect our infrastructure. For this reason, we advise our employees to report perceived attacks, suspicious emails or phishing attempts as soon as possible to our specialists. Coastal Network Solutions, LLC. must investigate promptly, resolve the issue and send a Citywide alert when necessary.

Coastal Network Solutions, LLC. is responsible for advising employees on how to detect scam emails. We encourage our employees to reach out to them with any questions or concerns.

Additional measures

To reduce the likelihood of security breaches, we also instruct our employees to:

- Turn off their screens and lock their devices when leaving their desks.

- Report stolen or damaged equipment as soon as possible to the City Manager, the Human Resources who shall report to Coastal Network Solutions, LLC.
- Change all account passwords at once when a device is stolen.
- Report a perceived threat or possible security weakness in City systems.
- Refrain from downloading suspicious, unauthorized or illegal software on their City equipment.
- Avoid accessing suspicious websites.

We also expect our employees to comply with our social media and internet usage policy.

Coastal Network Solutions, LLC. should:

- Install firewalls, anti-malware software and access authentication systems.
- Arrange for security training to all employees.
- Inform employees regularly about new scam emails or viruses and ways to combat them.
- Investigate security breaches thoroughly.
- Follow these policies provisions as other employees do.

Our City will have all physical and digital shields to protect information.

Remote employees

Remote employees must follow this policy's instructions too. Since they will be accessing our City's accounts and systems from a distance, they are obliged to follow all data encryption, protection standards and settings, and ensure their private network is secure.

We encourage them to seek advice from Coastal Network Solutions, LLC.

Disciplinary Action

We expect all our employees to always follow this policy and those who cause security breaches may face disciplinary action:

- First-time, unintentional, small-scale security breach: We may issue a verbal warning and train the employee on security.
- Intentional, repeated or large-scale breaches (which cause severe financial or other damage): We will invoke more severe disciplinary action up to and including termination. We will examine each incident on a case-by-case basis.

Additionally, employees who are observed to disregard our security instructions will face progressive discipline, even if their behavior hasn't resulted in a security breach.

Take security seriously

Everyone, from our customers and partners to our employees and contractors, should feel that their data is safe. The only way to gain their trust is to proactively protect our systems and databases. We can all contribute to this by being vigilant and keeping cyber security top of mind.

Fiscal Impact

An additional cost will be carried for Ransomware-proof, cloud-backup system. That will cost approximately \$29.99/month. Update the Microsoft Office version is \$249/17 computers \$4,482.

RESOLUTION: 28-2019

A RESOLUTION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY FOR IMPLEMENTATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO SUPPORT CODE ENFORCEMENT SERVICES FOR FISCAL YEAR 2019-2020; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay, Florida ("City") desires to utilize community development block grant ("CDBG") funding to support code enforcement services for Fiscal Year 2019-2020; and

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

WHEREAS, Palm Beach County has made available Thirty-Two Thousand Eight Hundred Twenty Three Dollars (\$32,823.00) in CDBG funding to the City of South Bay for code enforcement services and specifically for the enforcement of applicable housing and building codes.

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

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

Section 2. **Approval of Execution Authorization.** The City Commission of the City of South Bay, Florida ("City Commission") hereby approves the Community Development Block Grant Agreement between Palm Beach County and the City for support of code enforcement services in the amount of Thirty-Two Thousand Eight Hundred Twenty Three Dollars (\$32,823.00), as specifically set forth in Exhibit "A" attached hereto. The City Commission hereby authorizes the City Mayor and the City Manager to execute the contract attached in Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this resolution.

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

PASSED and ADOPTED this 6th day of August, 2019.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded: _____

VOTE:

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

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

THIS AGREEMENT, with an effective date of **October 1, 2019**, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the **City of South Bay**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **335 S. W. 2nd Avenue, South Bay, FL 33493**.

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

WHEREAS, **Palm Beach County** made **\$32,823** in CDBG funds available to the **City of South Bay** to provide services to low and moderate income property owners within its Municipal boundaries by funding code enforcement services to enforce applicable housing and building codes.

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

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

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

1. DEFINITIONS

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

2. PURPOSE

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

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

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

CITY OF SOUTH BAY

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

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

(B) FINANCIAL ACCOUNTABILITY

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

(C) SUBCONTRACTS

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

(D) PURCHASING

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

(E) REPORTS, AUDITS, AND EVALUATIONS

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

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

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

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

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

(H) PROGRAM-GENERATED INCOME

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

13. EVALUATION AND MONITORING

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

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

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

14. AUDITS AND INSPECTIONS

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

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

16. REVERSION OF ASSETS

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

17. DATA BECOMES COUNTY PROPERTY

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

18. INDEMNIFICATION

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

Municipality will make a good faith effort to recognize HES's support for all activities made possible with funds available under this Agreement.

24. AGREEMENT DOCUMENTS

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

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

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

25. REDUCTION IN FUNDING

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

26. TERMINATION AND SUSPENSION

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

(A) TERMINATION FOR CAUSE

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

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, shall reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

35. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

36. SOURCE OF FUNDING

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

37. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

38. PUBLIC RECORDS

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

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The MUNICIPALITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the MUNICIPALITY does not transfer the records to the County.
- D. Upon completion of the Agreement the MUNICIPALITY shall transfer, at no cost to the County, all public records in possession of the MUNICIPALITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the MUNICIPALITY transfers all public records to the County upon completion of the Agreement, the MUNICIPALITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the MUNICIPALITY keeps and maintains public records upon completion of the Agreement, the MUNICIPALITY shall meet all applicable requirements for retaining public records. All records stored electronically by the MUNICIPALITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

(MUNICIPAL SEAL)

THE CITY OF SOUTH BAY

By: _____
Joe Kyles, Sr., Mayor

By: _____
Leondrae Camel, City Manager

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

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

Approved as to Form and
Legal Sufficiency

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

By: _____
Howard Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

CITY OF SOUTH BAY

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

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

- (1) Expend, and request reimbursement from the County, of at least 75% (\$24,617) of the funding allocation no later than July 10, 2020; and
- (2) Expend the remainder of the funding allocation by September 30, 2020.

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

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

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

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

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

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

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

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

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

FROM: City of South Bay
535 Park Avenue
Lake Park, FL 33403

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT - R_____ - _____

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

Approved for Submission

Date

EXHIBIT "D"

DETAILED MONTHLY NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R _____ - _____ Month Covered: _____

Municipality: City of South Bay
 Address: 535 Park Avenue
 Lake Park, FL 33403

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: October 1, 2019 to September 30, 2020

B.1. CONTRACT FUNDING

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

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

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

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

Source of Program Income:

EXHIBIT E

ORGANIZATION: City of South Bay		CONTACT NAME: Napoleon T. Collins											
PROGRAM: Code Enforcement		TITLE: Economic and Business Development Director											
FY 2019-2020 PALM BEACH COUNTY CDBG		PHONE: 561-996-6751											
A. PERSONNEL EXPENSES													
Salaries:													
FTE	Annual Salary	% Alloc to Program	CDBG Funding to Program	% Alloc to Program	ESGP Funding to Program	% Alloc to Program	FAA Funding to Program	% Alloc to Program	Indirect County Funding to Program	Other Funding (Fundraising Events)	% Alloc to Program	Other Funding (Other Grants)	Total
\$0	\$34,170	100	\$32,823	100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,706	\$34,170
\$0	\$2,500		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500
\$0	\$1,675		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,675	\$1,675
\$0	\$8,490		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,490	\$8,490
\$0	\$500		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$500
1	\$0		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$47,335		\$32,823		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,871	\$47,335
Fringe Benefits:													
			\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$32,823		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,871	\$47,335
Sub-Total Personnel													
B. OPERATING COSTS													
1 Professional Fees													
	Audit Fees		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Gas and Lube		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100	\$1,100
	Tires		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,150	\$1,150
	2 Insurance		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$555	\$555
	3 Supplies		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000
	4 Communications/Postage/Shipping		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000
	5 Automotive (2)		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,800	\$10,800
	Subtotal Operating Costs		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,605	\$16,605
C. ADMINISTRATIVE COSTS													
	TOTAL PROGRAM BUDGET		\$32,823		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
												\$33,476	\$63,940

RESOLUTION NO. 29-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE GRANT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING OF THE FLOOD AND WATERWAY MANAGEMENT PROJECT, ATTACHED AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of South Bay ("City Commission") and the Florida Department of Environmental Protection ("DEP") entered into an agreement for funding of the Flood Control and Waterway Management Project Number LP50102 on February 21, 2018; and

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

WHEREAS, the February 21, 2018 Agreement between the parties expires on June 30, 2020, however, due to unexpected delays, the parties desire to extend the terms of the Agreement through December 30, 2021 in order to allow for full project completion; and

WHEREAS, the City Commission desires to authorize the Mayor to execute Amendment No. 1 of the Agreement between the City and DEP for funding and administration of the Flood Control and Waterway Management Project Number LP50102 to be performed within the City; and

WHEREAS, execution of Amendment No. 1, is in the best interests of the residents of the City.

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

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

Section 2. Authorization of City Mayor. The City Mayor is hereby authorized to execute Amendment 1 to the Standard Grant Agreement between the City of South Bay and the Florida Department of Environmental Protection for funding and administration of the Flood Control and Waterway Management Project Number LP50102, in the contract form attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

PASSED and ADOPTED this 6th day of August 2019.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

**AMENDMENT NO. 1
TO AGREEMENT NO. LP50102
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SOUTH BAY**

This Amendment to Agreement No. LP50102 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of South Bay (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the City of South Bay Flood Control and Waterway Management project, effective February 21, 2018; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to unexpected delays; and,

WHEREAS, certain provisions of the Agreement need revision and two provisions need to be added to the Agreement.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2021. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Agreement is deleted and replaced as follows:

The Grant Managers for this Agreement are identified below:

Department's Grant Manager

Name: Arlene Acevedo
Address: Dept. Environmental Protection
3900 Commonwealth Blvd. MS 3602
Tallahassee, Florida 32399
Phone: (850) 245-2819
Email: Arlene.Acevedo@dep.state.fl.us

Grantee's Grant Manager

Name: Leondrae D. Camel
Address: City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Phone: (561) 996-6751
Email: camell@southbaycity.com

3. The following is hereby added to Attachment 1 as Section 8.j.:

Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to the Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to the Department.

4. Section 24. of Attachment 1 is deleted and replaced as follows:
Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee or its subcontractors are found to have submitted a false certification; or if the Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee, its affiliates, or its subcontractors are found to

have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
5. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
 6. **Attachment 4, Public Records Requirements**, is hereby deleted in its entirety and replaced with **Attachment 4-1, Revised Public Records Requirements**. All references in the Agreement to **Attachment 4** shall hereinafter refer to **Attachment 4-1, Revised Public Records Requirements**.
 7. **Exhibit D, Disbursement Request Package**, is hereby deleted in its entirety and replaced with **Exhibit D-1, Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit D**, shall hereinafter refer to **Exhibit D-1, Revised Payment Request Summary Form**.
 8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP50102 to be duly executed, the day and year last written below.

CITY OF SOUTH BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Mayor of City of South Bay

By: _____
Secretary or Designee

Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Arlene Acevedo, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-1	Revised Grant Work Plan (3 Pages)
Attachment	4-1	Revised Public Records Requirements (1 Page)
Exhibit	D-1	Revised Payment Request Summary Form (1 Page)

ATTACHMENT 3-1 GRANT WORK PLAN

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

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

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

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

TASKS and DELIVERABLES:

Task 1: Preconstruction Activities

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

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall

project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

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

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

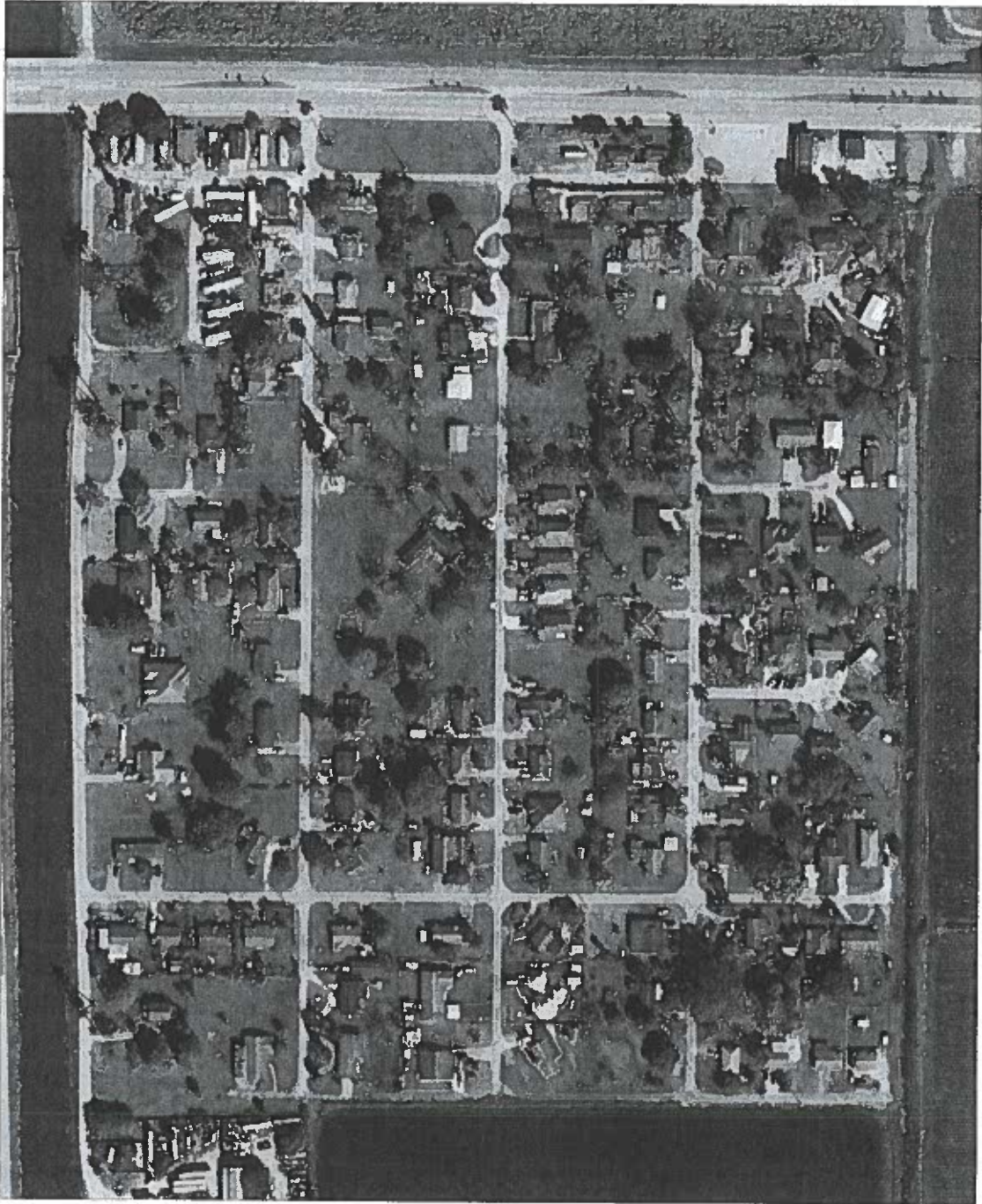
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$145,000	07/01/2017	06/30/2021
2	Project Management	Contractual Services	\$41,000	07/01/2017	06/30/2021
3	Construction	Contractual Services	\$364,000	07/01/2017	06/30/2021
Total:			\$550,000		

Figure 1



ATTACHMENT 4-1, REVISED PUBLIC RECORDS REQUIREMENTS

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.
2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

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

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

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Payment Request Summary Form

Exhibit D-1

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**AMENDMENT NO. 1
TO AGREEMENT NO. LP50102
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SOUTH BAY**

This Amendment to Agreement No. LP50102 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of South Bay (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the City of South Bay Flood Control and Waterway Management project, effective February 21, 2018; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to unexpected delays; and,

WHEREAS, certain provisions of the Agreement need revision and two provisions need to be added to the Agreement.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2021. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Agreement is deleted and replaced as follows:

The Grant Managers for this Agreement are identified below:

Department's Grant Manager

Name: Arlene Acevedo
Address: Dept. Environmental Protection
3900 Commonwealth Blvd. MS 3602
Tallahassee, Florida 32399
Phone: (850) 245-2819
Email: Arlene.Acevedo@dep.state.fl.us

Grantee's Grant Manager

Name: Leondrae D. Camel
Address: City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Phone: (561) 996-6751
Email: camell@southbaycity.com

3. The following is hereby added to Attachment 1 as Section 8.j.:

Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to the Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to the Department.

4. Section 24. of Attachment 1 is deleted and replaced as follows:

Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee or its subcontractors are found to have submitted a false certification; or if the Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee, its affiliates, or its subcontractors are found to

have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
5. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
 6. **Attachment 4, Public Records Requirements**, is hereby deleted in its entirety and replaced with **Attachment 4-1, Revised Public Records Requirements**. All references in the Agreement to **Attachment 4** shall hereinafter refer to **Attachment 4-1, Revised Public Records Requirements**.
 7. **Exhibit D, Disbursement Request Package**, is hereby deleted in its entirety and replaced with **Exhibit D-1, Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit D**, shall hereinafter refer to **Exhibit D-1, Revised Payment Request Summary Form**.
 8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP50102 to be duly executed, the day and year last written below.

CITY OF SOUTH BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Mayor of City of South Bay

By: _____
Secretary or Designee

Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Arlene Acevedo, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
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Attachment	4-1	Revised Public Records Requirements (1 Page)
Exhibit	D-1	Revised Payment Request Summary Form (1 Page)

ATTACHMENT 3-1 GRANT WORK PLAN

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

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

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

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

TASKS and DELIVERABLES:

Task 1: Preconstruction Activities

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

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall

project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

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

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$145,000	07/01/2017	06/30/2021
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Total:			\$550,000		

Figure 1



ATTACHMENT 4-1, REVISED PUBLIC RECORDS REQUIREMENTS

1. Public Records

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

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

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

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

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Payment Request Summary Form

Exhibit D-1

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**AMENDMENT NO. 1
TO AGREEMENT NO. LP50102
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SOUTH BAY**

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WHEREAS, the Grantee has requested an extension of the Agreement due to unexpected delays; and,

WHEREAS, certain provisions of the Agreement need revision and two provisions need to be added to the Agreement.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2021. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Agreement is deleted and replaced as follows:

The Grant Managers for this Agreement are identified below:

Department's Grant Manager

Name: Arlene Acevedo
Address: Dept. Environmental Protection
3900 Commonwealth Blvd. MS 3602
Tallahassee, Florida 32399
Phone: (850) 245-2819
Email: Arlene.Acevedo@dep.state.fl.us

Grantee's Grant Manager

Name: Leondrae D. Camel
Address: City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Phone: (561) 996-6751
Email: camell@southbaycity.com

3. The following is hereby added to Attachment 1 as Section 8.j.:

Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to the Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to the Department.

4. Section 24. of Attachment 1 is deleted and replaced as follows:

Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee or its subcontractors are found to have submitted a false certification; or if the Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee, its affiliates, or its subcontractors are found to

have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
5. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
 6. **Attachment 4, Public Records Requirements**, is hereby deleted in its entirety and replaced with **Attachment 4-1, Revised Public Records Requirements**. All references in the Agreement to **Attachment 4** shall hereinafter refer to **Attachment 4-1, Revised Public Records Requirements**.
 7. **Exhibit D, Disbursement Request Package**, is hereby deleted in its entirety and replaced with **Exhibit D-1, Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit D**, shall hereinafter refer to **Exhibit D-1, Revised Payment Request Summary Form**.
 8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP50102 to be duly executed, the day and year last written below.

CITY OF SOUTH BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Mayor of City of South Bay

By: _____
Secretary or Designee

Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Arlene Acevedo, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-1	Revised Grant Work Plan (3 Pages)
Attachment	4-1	Revised Public Records Requirements (1 Page)
Exhibit	D-1	Revised Payment Request Summary Form (1 Page)

ATTACHMENT 3-1 GRANT WORK PLAN

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

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

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

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

TASKS and DELIVERABLES:

Task 1: Preconstruction Activities

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

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall

project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

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

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$145,000	07/01/2017	06/30/2021
2	Project Management	Contractual Services	\$41,000	07/01/2017	06/30/2021
3	Construction	Contractual Services	\$364,000	07/01/2017	06/30/2021
Total:			\$550,000		

Figure 1



ATTACHMENT 4-1, REVISED PUBLIC RECORDS REQUIREMENTS

1. Public Records

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

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

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

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

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Payment Request Summary Form

Exhibit D-1

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**AMENDMENT NO. 1
TO AGREEMENT NO. LP50102
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF SOUTH BAY**

This Amendment to Agreement No. LP50102 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of South Bay (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the City of South Bay Flood Control and Waterway Management project, effective February 21, 2018; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to unexpected delays; and,

WHEREAS, certain provisions of the Agreement need revision and two provisions need to be added to the Agreement.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2021. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Agreement is deleted and replaced as follows:

The Grant Managers for this Agreement are identified below:

Department's Grant Manager

Name: Arlene Acevedo
Address: Dept. Environmental Protection
3900 Commonwealth Blvd. MS 3602
Tallahassee, Florida 32399
Phone: (850) 245-2819
Email: Arlene.Acevedo@dep.state.fl.us

Grantee's Grant Manager

Name: Leondrae D. Camel
Address: City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Phone: (561) 996-6751
Email: camell@southbaycity.com

3. The following is hereby added to Attachment 1 as Section 8.j.:

Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to the Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to the Department.

4. Section 24. of Attachment 1 is deleted and replaced as follows:

Scrutinized Companies.

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee or its subcontractors are found to have submitted a false certification; or if the Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee, its affiliates, or its subcontractors are found to

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- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
5. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
 6. **Attachment 4, Public Records Requirements**, is hereby deleted in its entirety and replaced with **Attachment 4-1, Revised Public Records Requirements**. All references in the Agreement to **Attachment 4** shall hereinafter refer to **Attachment 4-1, Revised Public Records Requirements**.
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 8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP50102 to be duly executed, the day and year last written below.

CITY OF SOUTH BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Mayor of City of South Bay

By: _____
Secretary or Designee

Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Arlene Acevedo, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
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Attachment	4-1	Revised Public Records Requirements (1 Page)
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ATTACHMENT 3-1 GRANT WORK PLAN

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

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

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

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Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall

project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

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3	Construction	Contractual Services	\$364,000	07/01/2017	06/30/2021
Total:			\$550,000		

Figure 1



ATTACHMENT 4-1, REVISED PUBLIC RECORDS REQUIREMENTS

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.
2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

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

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

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Payment Request Summary Form

Exhibit D-1

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

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

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

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

3. Agreement Begin Date: July 1, 2017	Date of Expiration: June 30, 2020
-------------------------------------------------	---------------------------------------------

4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): 26.664 / -80.716
Project Description: Flood Control and Waterway Management	

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

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

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

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

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

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

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

9. City of South Bay

GRANTEE

Grantee Name

By

Joe Kyle
(Authorized Signature)

1/07/2018
Date Signed

Joe Kyles, Mayor of City of South Bay, Florida

Print Name and Title of Person Signing

10.

State of Florida Department of Environmental Protection

DEPARTMENT

By

Trina Vielhauer
Secretary or Designee

2/21/18
Date Signed

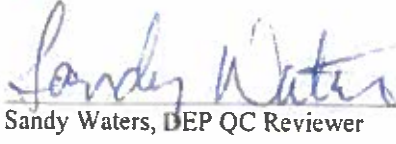
Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures


Jamie Simmons, DEP Grant Manager


Sandy Waters, DEP QC Reviewer

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

ATTACHMENT 2

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

1. Scope of Work.

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

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Costs Eligible for Reimbursement or Matching Requirements.

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

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

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

5. Match Requirements.

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

6. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

7. Additional Lobbying Requirements for Federally-Funded Agreements

This Agreement is not federally funded.

8. Miscellaneous Contract Terms.

a. Retainage.

No retainage is required under this Agreement.

b. Subcontracting.

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

c. State-owned land.

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

d. Office of Policy and Budget Reporting.

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

9. Additional Terms.

None.

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

ATTACHMENT 3 GRANT WORK PLAN

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

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

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

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

TASKS and DELIVERABLES:

Task 1: Preconstruction Activities

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

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

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

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

Task 2: Project Management

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

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

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

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

Task 3: Construction

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

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

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

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

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

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

Figure 1



Figure 1

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment 4

1. Public Records

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

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

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

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

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

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public
Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

3. Agreement Duration.

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

4. Deliverables.

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

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

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

7. Financial Consequences for Nonperformance.

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

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

8. Payment.

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

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

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

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

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

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

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

11. Retainage.

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

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

12. Insurance.

- a. **Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
 - i. **Commercial General Liability Insurance.**
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - ii. **Workers' Compensation and Employer's Liability Coverage.**
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
 - iii. **Commercial Automobile Insurance.**
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

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

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

13. Termination.

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

14. Notice of Default.

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

15. Events of Default.

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

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

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

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

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

public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

23. Compliance with Federal, State and Local Laws.

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

24. Scrutinized Companies.

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

25. Lobbying and Integrity.

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

26. Record Keeping.

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

27. Audits.

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

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

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

28. Conflict of Interest.

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

29. Independent Contractor.

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

30. Subcontracting.

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

31. Guarantee of Parent Company.

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

32. Survival.

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

33. Third Parties.

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

34. Severability.

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

35. Grantee's Employees, Subcontractors and Agents.

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

36. Assignment.

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

37. Prohibited Local Government Construction Preferences.

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

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

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

38. Execution in Counterparts and Authority to Sign.

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

ATTACHMENT 5

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

By Mail:

Audit Director

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

EXHIBIT – 1

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

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

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

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

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

EXHIBIT A

PROGRESS REPORT FORM

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

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

Signature of Grantee's Grant Manager

Date

**EXHIBIT D
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No. LP50102 Agreement Effective Dates: _____

Grantee: _____
(Name & Mailing Address)

Grantee's Grant Manager _____

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

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

GRANT EXPENDITURES SUMMARY SECTION

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

GRANTEE CERTIFICATION

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

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. LP50102 and Payment Request No. _____ that:

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

Check all that apply:

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

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

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

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

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

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

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

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

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

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

GRANT EXPENDITURES SUMMARY SECTION:

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

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

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

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

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

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

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

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

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

Instructions for Completing Request for Payment - Part II

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

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

Submittal Instructions

Instructions for E-mailing:

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

Remit Payment Request by E-mail to: Janice.L.Simmons@dep.state.fl.us@dep.state.fl.us

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

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

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

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

Janice Simmons (850) 245-2978

Janice.L.Simmons@dep.state.fl.us@dep.state.fl.us

RESOLUTION 30-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2020 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, In anticipation of the 2020 Florida State Legislative Session and Sessions of Congress of the United States, the City of South Bay City Commission ("City Commission") has discussed its legislative priorities; and

WHEREAS, the City Commission has reviewed and considered the nature and scope of proposed legislative actions with information provided by city staff and members of the public; and

WHEREAS, the City Commission desires to state and confirm its legislative priorities for the 2020 legislative session, subject to amendments to the list that may be made from time to time, if determined necessary.

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. **Adoption of 2020 Legislative Priorities; Reservation for Amendments.** The City Commission of the City of South Bay, Florida hereby adopts the 2020 Legislative Priorities as set forth in Exhibit "A" attached hereto. The City Commission reserves the right to take action on additional legislative issues, if determined necessary by the Commission.

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

PASSED and ADOPTED this 6th day of August, 2019.

Joe Kyles, Mayor

Attested

By: _____

Natalie Malone, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

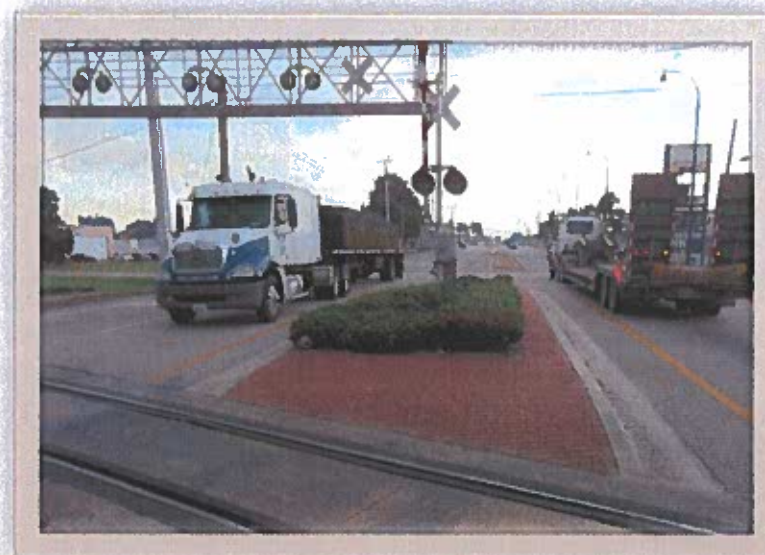
Seconded by: _____

VOTE:

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

CITY OF SOUTH BAY

2020 FLORIDA LEGISLATIVE AGENDA



GENERAL GOVERNMENT ISSUES

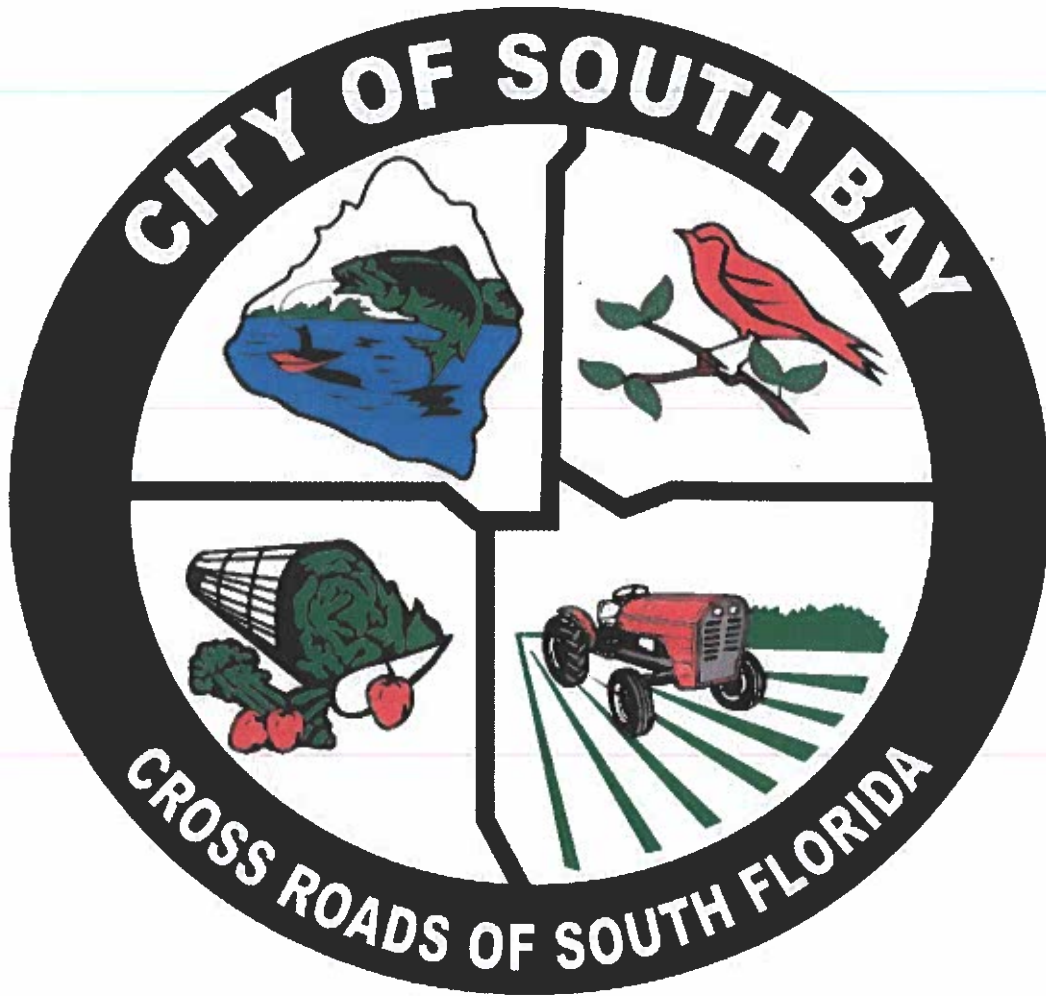
CITY COMMISSIONERS

Joe Kyles, Mayor
Betty Barnard, Vice Mayor
Esther Berry
Taranza McKelvin
John Wilson

Leondrae D. Camel,
City Manager

Natalie Malone,
City Clerk

Burnadette Norris-Weeks,
City Attorney



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

Cross Roads of South Florida

(561) 996-6751

www.southbaycity.com

335 SW 2nd Avenue • South Bay, FL 33493

LEGISLATIVE PRIORITIES OVERVIEW

We are South Bay, unique destination for cultural cuisine, vegetable gardens, agriculture, boat tours, fishing, truckers, home style recreation, tourism and commercial development. **We are South Bay and We envision sustainability, Let Us Grow Together.**

In preparation for the 2020 legislative session the City of South Bay commission requests your support and approval for its legislative priorities: physical infrastructure, industrial, commercial land use (US 27 North and South), single family housing, community shelter/health services center and job opportunities. As a preview, South Bay demographics (estimation based on 2009 data) include population 4,535, median income \$18, 359, household size 3 - 4 individuals.

Although, South Bay has accomplished observable housing development and infrastructure improvements during the last 3 years, namely, Martin Luther King Jr. Blvd reconstruction and South Bay Villa, there are environmental and land use challenges that impact tax-base, jobs, economic and capital improvement sustainability.

As prospective, the City's legislative priorities target infrastructure (roads, sidewalks, storm water drainage, and guardrails/protective barriers), public health, safety, citizens' wellness and interagency support, such as the Palm Beach Sheriff's Office and the American Red Cross.

As an overview, there are several existing conditions described in this document to support the City of South Bay's request for 2020 legislative appropriations.

HEALTHY HOMES INITIATIVE

Cost - \$500,000

In an effort to improve the housing for the current residents and recruit future resident the City is seeking \$500,000 to fund a healthy home initiative.

The environments in which children and families live, learn, work and play, including their residential housing, significantly influence their health. The presence of hazards in homes such as lead-based paint, mold, pests, among others, threaten the health, safety and lifelong potential of far too many children, youth and adults. All Americans, particularly vulnerable children, need healthy, hazard-free and affordable housing to thrive. Municipal governments have the responsibility for enforcing local building codes and inspecting properties for health-related code violations. They are uniquely positioned to improve the conditions in which their residents live. Policies, programs and practices that

leverage partners and assets both within and outside city government are critical to ensure that all children and families live in healthy and hazard-free homes. Alleviating the economic, health and social-emotional problems associated with substandard housing can provide children and families with a stronger foundation to succeed in school, jobs and ultimately lead more fulfilling lives.

HURRICANE COMMUNITY SAFE ROOM

Cost - \$1,300,000 (Phase 2)

The primary purpose of this request is to provide funding and guidance on best practices related to the construction, and operation of a community and residential safe rooms. This Community safe room will have a single purpose: to protect the lives of the population vulnerable during a hurricane or wind event. The construction of the safe room in this hurricane-prone region would be coordinated with Palm Beach County Emergency Management and the chief law enforcement agency in our region: Palm Beach County Sheriff Office personnel to ensure its use during extreme-wind events and South Florida Water Management District for water education awareness programs and/or initiatives.

Hurricanes are among the most destructive forces of nature. Unfortunately, these types of wind storms continue to cause injury and death to people who are unable to safely evacuate or find shelter from these events for the people in South Bay that have fragile sheltering coupled with those that have some health concerns. This facility would be supported by the American Red Cross, Palm Beach Sheriff Office, South Florida Water Management District and the local governing authority. The safe room would include the following:

- Shelter
- Feeding
- Emergency First Aid
- Bulk Distribution of Emergency Items
- “Safe and Well” information



FLOOD CONTROL/REDUCTION AND WATER WAY MANAGEMENT
COST \$153,100 (PHASE 2)

Storm Water Drainage Improvement – the City of South Bay has three problem areas within the South East area of the city that have experienced extensive flooding during heavy rainy season and making the roadways impassable during emergencies. This project will provide improvement to the storm water drainage system within the original section of South Bay. The mitigation measure reduces flooding, improves draining system performance and reduces future maintenance needs. In FY 2014/2015, a survey and analysis was performed to determine the most effective improvements to be made, estimate their cost, and rank them in order of priority. The South East area of the City was deemed a priority in relations to flood control and water management. This project is consistent with existing legal, regulatory and environmental/cultural framework. There are no local, regional, state, federal issues as the project affects the City infrastructure and does not have any conflicts with any stakeholders. Contractors would be responsible for obtaining City permits and de-watering permits from the South Florida Water Management District.

The City is requesting support for the cost of engineering, surveying and construction of the identified problem areas in the amount of **\$153,100.**

Figure 1: Problem Area



ROADWAYS, SIDEWALKS AND STREET LIGHTING

Estimated Cost - \$7,265,470

- Infrastructure Improvement for Streets with Substantial Public Safety Concerns (i.e. guardrails and/or protective roadway barriers).

Proposed Roadways Marked for Street Reconstruction / Resurfacing 2020-2021		
<u>Collector / Residential Roadways</u>	Project Length (ft)	Estimated Cost
SE 2nd Ave	1557	412,605.00
SE 3rd Ave	1557	412,605.00
SE 4th Ave	1557	412,605.00
SE 3rd St	1252	331,780.00
NW 6th Ave	372	98,580.00
NW 9th Ave	1253	332,045.00
NW 10th Ave	1253	332,045.00
NW 5th Ave	372	98,580.00
NW 7th Ave	372	98,580.00
NW 11th Ave	1253	332,045.00
NW 2nd St	2500	662,500.00
NW 12th Ave	1253	332,045.00
SW 10th Ave	1297	343,705.00
SW 4th Ave	1297	343,705.00
SW 6th Ave	1297	343,705.00
SW 5th Ave	1297	343,705.00
SW 4th Ave	700	185,500.00
SW 3rd Ave	800	212,000.00
Total Estimated Funding Required for Road Projects		\$5,795,285.00

Total Estimated Funding Required for Sidewalk Projects **\$1,470,185.00**

2018 STRATEGIC PLANNING COMMUNITY INPUT SURVEY

HISTORICAL CONTEXT – Community Strategic Planning and Visioning

Since 2011, the City of South Bay Commission has engaged community in strategic planning, as a process to provide essential information about strengths, weaknesses, opportunities and threats relative to land use, community revitalization, economic development and fiscal priorities.

Notably, on April 23, 2011, the City commission initiated and convened the community strategic planning and visioning workshop. Approximately 25 participants used the **SWOT** matrix to identify community **strengths, weaknesses, opportunities** and **threats**. The participants identified and prioritized the following:

- **Strengths** – location and people
- **Weaknesses** – lack of job opportunities and lack of diverse businesses
- **Opportunities** – Inland distribution center and signature event/Bayfest
- **Threats** – Lake Okeechobee breach and access to west area from east coast/infrastructure, transportation

On June 7, 2011, the City commission adopted **Resolution 17, 2011**, namely, **Resolution of the City Commission of the City of South Bay Palm Beach County Florida Supporting the Strategic Planning Process for Identifying and Prioritizing Economic Development and Community Revitalization Projects**. Significantly, on July 17, 2012, the commission and the community discussed the creation of a 7 year master plan with focus on jobs, community revitalization and economic development.

In collaboration with community stakeholders, local businesses, residents, Palm Beach County League of Cities, Palm Beach County Board of County Commission- west area, Business Development Board, LORE, Palm Beach County School Board –west area and State of Florida legislators, the City of South Bay Commission adopted and submitted Legislative Priorities to the State of Florida Appropriations committee. Notably, the City has received State funding for infrastructure improvement to support quality of life, public safety and economic development.

As a data collection component of the strategic planning process, the City of South Bay commission approved the **Community Input Survey 2018**. The survey was

designed to obtain input regarding economic development within the next five years.

Community Input Survey Master Sheet

Total Number of Surveys Dispersed (TNSD)

Total Number of respondents

1223

114

114

1223

Calculated responses with percentages

Total Number

Percent

Percentage Rate Submitted

Q#1

What is the City's growth and development challenge?

Adequate job opportunities	54	47.37%	4.42%
Housing options	18	15.79%	1.47%
Natural Resources	3	2.63%	0.25%
Small town character	8	7.02%	0.65%
Adequate recreational opportunities	12	10.53%	0.98%

Q#2

What is the City's greatest asset?

Education	19	16.67%	1.55%
Natural habitat	10	8.77%	0.82%
Recreational opportunities	11	9.65%	0.90%
Sense of community	25	21.93%	2.04%
Affordable Housing	23	20.18%	1.88%
Other(please specify)	14	12.28%	1.14%

Q#3

What type of development would you support?

Commercial	23	20.18%	1.88%
Housing or replacement housing	30	26.32%	2.45%
Industrial uses along US HWY 27 North and South	46	40.35%	3.76%

Q#4

What type of housing do you support?

Single Family	52	45.61%	4.25%
Apartment	5	4.39%	0.41%
Senior living facilities	36	31.58%	2.94%

Q#5

Which of the following do you support?

Trail activities	23	20.18%	1.88%
Cultural events and entertainment	72	63.16%	5.89%

Q#6**What cultural activities do you support?**

Museums/History	11	9.65%	0.90%
Festivals/Events	16	14.04%	1.31%
Children/Youth Activities	46	40.35%	3.76%
Veterans appreciation activities	2	1.75%	0.16%
Music/Concerts	4	3.51%	0.33%
Art Galleries			
Theater performances	7	6.14%	0.57%

Q#7**Which capital improvements should the City prioritize?**

Road improvement	68	59.65%	5.56%
Resurfacing	3	2.63%	0.25%
Sidewalks	2	1.75%	0.16%
Water and Sewer	3	2.63%	0.25%
Parks	7	6.14%	0.57%
Parking			
Martin Luther King Blvd/Main Street Development	3	2.63%	0.25%

Q#8**Which economic development priority would you support?**

Recreation and Tourism	23	20.18%	1.88%
Manufacturing	16	14.04%	1.31%
Construction	16	14.04%	1.31%
Warehouse Distribution Center	40	35.09%	3.27%

Q#9**What type of restaurant would you support in the City?**

Fast Food	30	26.32%	2.45%
Family/Buffer Style	41	35.96%	3.35%
Health Food	3	2.63%	0.25%

Q#10**Do you support Live Stream Commission Meetings?**

Yes	92	80.70%	7.52%
No	15	13.16%	1.23%

Multiple Responses

	131	114.91%	10.71%
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No Responses

	77	67.54%	6.30%
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Total number of responses

	1,140		
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RESOLUTION 31-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE PAYMENT OF THREE (3) WORK ORDERS FROM TOTAL SOLUTION CONTRACTORS, INC. IN THE AMOUNT OF FIFTY-TWO THOUSAND DOLLARS (\$52,000.00) REGARDING THE PARKS MODERNIZATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the modernization of Tanner and Cox Parks, additional items were needed. However, due to unforeseen circumstances, certain items were inadvertently omitted from the scope of work and these items could not be covered by the current Parks Modernization Agreement with Palm Beach County; and

WHEREAS, the current subcontractor is Total Solution Contractors, Inc. ("TSC"), which had previously submitted three work orders in the total amount of Fifty-Two Thousand Dollars (\$52,000.00), for work related items not reimbursable from any known funding source. The following work was performed by TSC and the work orders have been paid by the City Manager, as follows: Recreational Facility Interior restrooms demolition and remodel (Cost: \$30,000.00); Applied skid resistant concrete surface with design on each newly installed pads for the Gazebos (3) (Cost: \$12,500.00); and Installation of aerial double wood rail fence at Tanner Park (Cost: \$9,500.00); and

WHEREAS, City Commission desires to ratify measures taken by the City Manager with regard to payment of three (3) work orders from subcontractor, Total Solution Contractors, Inc. in the total amount of Fifty-Two Thousand Dollars (\$52,000.00) for work performed.

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. Ratification of Payment by City Manager. The City Commission of the City of South Bay, Florida hereby ratifies the acceptance of three (3) work orders and payment of the same in the amount of Fifty-Two Thousand Dollars (\$52,000.00) to subcontractor Total Solution Contractors, Inc., to perform work related modernization of Tanner and Cox Parks.

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

PASSED and ADOPTED this 6th day of August, 2019.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



Total Solution Contractors

Date: December 12, 2018

CGC1516423
3940 10th Ave N. Suite 5
Lake Worth, FL 33461
561.247.1106
RDobson@totalsolutioncontractors.com

Submitted To: Leondrae Camel

of: City of South Bay

Address: 105 Palm Beach Rd
South Bay, FL 33493

Good Until: _____

Date of Plans: n/a

Job Number/ Name: 1218
Rec. Center
bathroom renovation

Architect: n/a

Approximate start Date: TBD

We are extremely grateful for the opportunity to provide contracting services. TSC is licensed and insured Certified General Contractor. Proposal is to provide labor and material. The following proposal outline and scope of work to be performed at:

	Description	
	Renovation of 2 bathroom including: Install floor tile Install wall tile to 7' Install white ADA complaint wall mount sink (including faucets) Install ADA complaint toilet Install mirror and bathroom accessories	
	Demo existing bathrooms	
	Install doors and ADA Compliant handles	
	TOTAL	\$30,000.00

1

Total Solution Contractors
3940 10th Ave N. Suite 5
Lake Worth, FL 33461
p: 561 247 1106





Payment & Performance

The total cost is thirty thousand dollars (\$30,000.00).

Owner to approve final paint and tile selection.

Existing Light Fixtures to remain. Text

Floor drain to remain

Exclusions

- Permit Fee
- Engineering, Blueprints, Etc
- Survey
- Additional site work
- No acoustical ceiling
- No Insulation
- Equipment-lifts, high reaches etc
- All items unless specifically stated herein

All material is guaranteed by manufacturer warranty, workmanship is guaranteed by TSC. All work to be completed in a workmanlike manner according to Florida Building Code. Any alterations or deviations from above specifications involving a written cost will be executed only upon written order (change order) and will become extra charge over and above estimate. Owner to carry fire, tornado, and other necessary insurance. Please note: written proposal is from visual inspection of unit, TSC will not bear the cost of any unforeseen conditions.

Acceptance of proposal, the above prices, specifications and conditions are satisfactory and are hereby accepted, you are authorized to perform work as specified.

Owner Rep  Date January 11, 2019

Ryan Dobson
President/General Contractor
Total Solution Contractors, Inc.
License # CGC1516423

2

Total Solution Contractors
3940 10th Ave N. Suite 5
Lake Worth, FL 33461
p: 561 247 1106







Total Solution Contractors

Date: April 24, 2019

CGC1516423
3940 10th Ave N. Suite 5
Lake Worth, FL 33461
561.247.1106
RDobson@totalsolutioncontractors.com

Submitted To: Leondrae Camel
of: City of South Bay
Address: 105 Palm Beach Rd
South Bay, FL 33493

Good Until: _____

Date of Plans: n/a

Job Number/ Name: 42419 Pavilion Surface

Architect: n/a

Approximate start Date: TBD

We are extremely grateful for the opportunity to provide contracting services. **TSC is licensed and insured Certified General Contractor.** Proposal is to provide labor and material. The following proposal outline and scope of work to be performed at:

	Description	
	Resurface of 3 Pavilion Slabs (16x 16, 16x 16, 20x 16) including: Removal of any excess concrete on existing slab Grinding of old bolts from previous roof top Clean, prep all slabs Apply concrete know-down surface including bonding w/ color-beige Apply final concrete seal	
TOTAL		\$12,500.00





Payment & Performance

The total **cost** is twelve thousand five hundred dollars (\$12,500.00).

Exclusions

- Permit Fee
- Engineering, Blueprints, Etc
- Survey
- Additional site work
- No acoustical ceiling
- No Insulation
- Equipment-lifts, high reaches etc
- All items unless specifically stated herein

All material is guaranteed by manufacturer warranty, workmanship is guaranteed by TSC. All work to be completed in a workmanlike manner according to Florida Building Code. Any alterations or deviations from above specifications involving a written cost will be executed only upon written order (change order) and will become extra charge over and above estimate. Owner to carry fire, tornado, and other necessary insurance. Please note: written proposal is from visual inspection of unit, TSC will not bear the cost of any unforeseen conditions.

Acceptance of proposal, the above prices, specifications and conditions are satisfactory and are hereby accepted, you are authorized to perform work as specified.

Owner Rep _____ Date _____

Ryan Dobson
President/General Contractor
Total Solution Contractors, Inc.
License # CGC1516423

2

Total Solution Contractors
3940 10th Ave N. Suite 5
Lake Worth, FL 33461
p: 561 247 1106





3

Total Solution Contractors
3940 10th Ave N. Suite 5
Lake Worth, FL 33461
p: 561 247 1106





Total Solution Contractors

CGC1516423
3940 10th Ave N. Suite 5
Lake Worth, FL 33461
561.247.1106
RDobson@totalsolutioncontractors.com

Submitted To: Leondrae Camel
of: City of South Bay
Address: 101 NW 1st Ave, South Bay, FL 33493

Good Until: _____

Date of Plans: n/a

Job Number/ Name: Park Wood Fence

Architect: n/a

Approximate start Date: TBD

We are extremely grateful for the opportunity to provide contracting services. TSC is licensed and insured Certified General Contractor. Proposal is to provide labor and material. The following proposal outline and scope of work to be performed at:

	Description	
	Install wood fence around perimeter of walking path(pressure treated) no paint- Fence install on East and West sides of park only, Now fencing on south end	
	TOTAL	\$9,500.00





Payment & Performance

The total cost is nine thousand five hundred dollars (\$9,500.00).

Exclusions

- Permit Fee
- Engineering, Blueprints, Etc
- Survey
- Additional site work
- No acoustical ceiling
- No Insulation
- Equipment-lifts, high reaches etc
- All items unless specifically stated herein

All material is guaranteed by manufacturer warranty, workmanship is guaranteed by TSC. All work to be completed in a workmanlike manner according to Florida Building Code. Any alterations or deviations from above specifications involving a written cost will be executed only upon written order (change order) and will become extra charge over and above estimate. Owner to carry fire, tornado, and other necessary insurance. Please note: written proposal is from visual inspection of unit, TSC will not bear the cost of any unforeseen conditions.

Acceptance of proposal, the above prices, specifications and conditions are satisfactory and are hereby accepted, you are authorized to perform work as specified.

Owner Rep _____ Date _____

Ryan Dobson
President/General Contractor
Total Solution Contractors, Inc.
License # CGC1516423





Total Solution Contractors

CGC1516423
3940 10th Ave N. Suite 5
Lake Worth, FL 33461
561.247.1106
RDobson@totalsolutioncontractors.com

Submitted To: Leondrae Camel

of: City of South Bay

Address: 101 NW 1st Ave, South
Bay, FL 33493

Good Until: _____

Date of Plans: n/a

Job Number/
Name: Park Wood Fence

Architect: n/a

Approximate start
Date: TBD

We are extremely grateful for the opportunity to provide contracting services. **TSC is licensed and insured Certified General Contractor.** Proposal is to provide labor and material. The following proposal outline and scope of work to be performed at:

	Description	
	Install wood fence around perimeter of walking path(pressure treated) no paint- Fence install on East and West sides of park only, Now fencing on south end	
TOTAL		\$9,500.00



RESOLUTION 32-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE EMERGENCY EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND "2" S.B.W. & ASSOCIATES INC. FOR CITY HALL INTERIOR FLOORING REPLACEMENT; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay is in emergency need of carpet replacement at its City Hall; and

WHEREAS, pursuant to Section 2-261 of the City of South Bay's Code of Ordinances, the City Commission is permitted to purchase certain items on an emergency basis without a formal procurement process taking place; and

WHEREAS, the City Manager has taken the additional step to secure three proposals and determined that "2" S.B.W. & Associates Inc., is the lowest quote with a proposed amount of Twenty-Five Thousand Dollars (\$25,000.00); and

WHEREAS, "2" S.B.W. & Associates Inc.'s proposal specifically provides for the installation of a vinyl wood-like tile in approximately 2,100 square feet and installation of commercial carpeting -- approximately 1,450 square feet, including all materials. The said proposal also includes the removal and replacement of furniture; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to enter into the Agreement, attached hereto as Exhibit "A" with "2" S.B.W. & Associates Inc. on an emergency basis; and

WHEREAS, City Commission has determined that entering into the Agreement for the aforementioned Project 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. Approval of Agreement; Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Agreement between the City and "2" S.B.W. & Associates Inc. for City Hall Interior Flooring Replacement, on an emergency basis, and consistent with the attached Exhibit "A" hereto.

Section 3. Allocation of Funds. The City Commission hereby authorizes the expenditure of funds in the amount of Twenty-Five Thousand Dollars (\$25,000.00) to be funded from Non-Department - Building Maintenance - 001-191-556150.

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

PASSED and ADOPTED this 6th day of August, 2019.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Contract Agreement Date: July 8, 2019

Between The Owner: City Of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

And The Contractor: "2" SBW & Associates Inc.
141 Dabou Loop
Belle Glade, FL 33430
(561) 992-0306

Project: Interior Flooring Located @ 335 SW 2nd Avenue South Bay

The Architect Is: Not Applicable

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of:

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect and enumerated as follows:

Drawings:

Number	Title	Date
	Not Applicable	

Specifications:

Section	Title	Pages
See Attachment "A"		

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
Not Applicable		

- .4 written change orders or orders for minor changes in the Work issued after execution of this Agreement; and

- .5 other documents, if any, identified as follows:
Attachment "A" - Description of Work

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the work shall be TBD unless otherwise indicated below. The Contractor shall substantially complete the Work not later than 30 calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.

ARTICLE 3 CONTRACT SUM

§3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Twenty-Five Thousand Dollars And Zero Cents (**\$25,000.00**)

§3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the work

Portion of Work	Value
Attachment "B"	

§3.3 Unit prices, if any, are as follows: *(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
Not Applicable		

§3.4 Allowances included in the Contract Sum, if any, are as follows: *(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price (\$0.00)
Not Applicable	

§3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner: *(State the numbers or other identification of accepted alternates. If the bidding proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Not Applicable

§3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows: *(Insert below timing for payments and provisions for withholding retainage, if any.)*

Attachment "B" – Draw Schedule

§4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

ARTICLE 5 INSURANCE

§5.1 The Contractor shall provide Contractor's general liability and other Insurance as follows: *(Insert specific insurance requirements and limits.)*

Type of Insurance	Limit of Liability (\$0.00)
Not Applicable	Statutory Requirements

§5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractor's suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and legal description of the site.

§7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information know to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§8.4 LABOR AND MATERIALS

§8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§8.7 PERMITS, FEES AND NOTICES

§8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and program in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§9.5 The Architect has authority to reject Work that does not conform to the Contract Documents

§9.6 The Architect will promptly review and approve or take appropriate action upon the Contractor's submittals, but only for the limited purpose of checking conformance with information given and the design concept expressed in the Contract Documents.

§9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirement of, the Contract Documents on written request from either the Owner or Contractor.

§9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor actual cost plus reasonable overhead and profit.

§10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§12.2 APPLICATIONS FOR PAYMENT

§12.2.1 At least three days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certifies for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§12.4 PROGRESS PAYMENTS

§12.4.1 After the Contractor has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§12.5 SUBSTANTIAL COMPLETION

§12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§12.6 FINAL COMPLETION AND FINAL PAYMENT

§12.6.1 Upon receipt of final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§12.6.2 Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§12.6.3 Acceptance of final payment by the Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall make reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§15.2 TESTS AND INSPECTIONS

§15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, ruled and regulations, or lawful orders of public authorities.

§15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§15.2.3 The Owner shall bear cost of test, inspections or approvals that do not become requirements until after the Contract is executed.

§15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§16.2 TERMINATION BY THE OWNER FOR CAUSE

§16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with a reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS CONDITIONS

(Insert any other terms or conditions below.)

Not Applicable

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

Not Applicable

OWNER (Signature)

CONTRACTOR (Signature)

City Of South Bay

"2" SBW & Associates Inc.

335 SW 2nd Avenue
South Bay, Florida 33493

141 Dabou Loop
Belle Glade, FL 33430

LICENSE NO. CGC-1517064

JURISDICTION State of Florida



...building for a better 2morrow

141 Dabou Loop
Belle Glade, FL 33430
Phone(561) 992-0306 Fax (561) 993-2214

DATE: July 8, 2019
DRAW SCHEDULE: City Of S. Bay

BILLED TO:
City Of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

PREPARED BY: Javin L. Walker

"ATTACHMENT B"

COMMENTS OR SPECIAL INSTR: PAYMENT TERMS

Description	AMOUNT
35% MOBILIZATION (DUE UPON SIGNING OF CONTRACT)	\$ 8,750.00
65% (DUE UPON COMPLETION AND ACCEPTANCE BY OWNER)	\$ 16,250.00
Total	\$25,000.00

THANK YOU FOR THIS OPPORTUNITY!

CONTRACT

This Contract is made as of the _____ day of _____, 2019, by and between the CITY OF SOUTH BAY, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as CITY, and "2" S. B.W. & ASSOCIATES INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 65-0930953.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the CITY all goods and services requested and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

WHEREAS, the City of South Bay is in emergency need of carpet replacement at its City Hall; and

WHEREAS, pursuant to Section 2-261 of the City of South Bay's Code of Ordinances, the City Commission is permitted to purchase certain items on an emergency basis without a formal procurement process taking place; and

WHEREAS, the City Manager has taken the additional step to secure three proposals and determined that "2" S.B.W. & Associates Inc., is the lowest quote with a proposed amount of Twenty-Five Thousand Dollars (\$25,000.00); and

WHEREAS, "2" S.B.W. & Associates Inc.'s proposal specifically provides for the installation of a vinyl wood-like tile in approximately 2,100 square feet and installation of commercial carpeting -- approximately 1,450 square feet, including all materials. The said proposal also includes the removal and replacement of furniture; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to enter into the Agreement, attached hereto as Exhibit "A" with "2" S.B.W. & Associates Inc. on an emergency basis; and

WHEREAS, City Commission has determined that entering into the Agreement for the aforementioned Project is in the best interest of the residents of the City.

ARTICLE 1. SERVICES OF THE CONTRACTOR.

A. The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents referenced herein (hereinafter "Work"), which are incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Work is provided.

B. The Work provided by the CONTRACTOR shall be commenced subsequent to the

execution and approval of this Contract.

ARTICLE 2. PERIOD OF SERVICE.

A. This Contract and the provision of all Work hereunder shall be completed by the CONTRACTOR within sixty (60) calendar days in accordance with the terms and conditions of this Contract and proposal.

B. The CONTRACTOR shall not be considered in default by reason of any failure in performance of the Work if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; and unusual weather conditions.

C. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR's failure to perform or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

D. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever.

ARTICLE 3. CITY'S REPRESENTATIVE.

Unless otherwise specified by the CITY, the CITY's representative shall be the City Manager.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The CITY agrees to compensate the CONTRACTOR in accordance with CONTRACTOR's Proposal. The total and cumulative amount of this Contract shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).

B. Work undertaken or expenses incurred that exceeds an amount set forth in this Contract will not be paid by the CITY.

C. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

D. CONTRACTOR shall be paid only after work is completed.

ARTICLE 5. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the CITY, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. The CONTRACTOR shall not be required to indemnify the CITY, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the CITY, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in §768.28, Florida Statutes.

ARTICLE 6. PERSONNEL.

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the Work required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of the CONTRACTOR's personnel (and all sub-contractors) while on CITY premises, will comply with all CITY requirements governing conduct, safety, and security.

ARTICLE 7. TERMINATION.

This Contract may be cancelled by the CITY upon give (5) days prior written notice for any reason. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for Work rendered to the CITY's satisfaction through the date of termination.

ARTICLE 8. FEDERAL AND STATE TAX.

The CITY is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax

Exemption Number in securing such materials.

ARTICLE 9. INSURANCE.

Prior to commencing any Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Proposal Documents. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an Additional Insured.

ARTICLE 10. SUCCESSORS AND ASSIGNS.

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.

- A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.

The CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

ARTICLE 13. ACCESS AND AUDITS.

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at the

CONTRACTOR's place of business.

In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 14. NONDISCRIMINATION.

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 15. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 16. AUTHORITY TO PRACTICE.

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the Work under this Contract, and that it will at all times conduct its business and provide the Work under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

ARTICLE 17. SEVERABILITY.

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

ARTICLE 18. PROTECTION OF WORK AND PROPERTY.

A. The CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the CITY's property.

B. The CONTRACTOR will also take every necessary precaution to ensure the safety of the CITY, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

C. The CONTRACTOR shall have the responsibility to repair, rebuild or restore to its former condition any and all portions of existing utilities, structures, equipment, appurtenances or facilities, other than those to be paid for under the specifications, which may be disturbed or damaged due to his installation operations.

ARTICLE 19. NOTICE.

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: City of South Bay
Attn: Leondrae Camel, City Manager
335 SW 2nd Ave
South Bay, FL 33493

Copy to: Burnadette Norris-Weeks, P.A.
Attn: Burnadette Norris-Weeks
401 N. Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, FL 33311

CONTRACTOR: "2" S.B.W. & Associates Inc.
Attn: Javin L. Walker, CEO
141 Dabou Loop
Belle Glade, FL 33430

All notices required in this Contract shall be sent by certified mail, return receipt requested. The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

ARTICLE 21. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the

context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 22. WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 23. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 24. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 25. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and other contract documents referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 26. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the City Commission of the City of South Bay.

ARTICLE 27. SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 28. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection by City. The CONTRACTOR

shall provide the CITY with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

ARTICLE 29. TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES.

Time is of the essence in all respects under this Contract, and the parties agree that the CITY will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay to the CITY an amount equal to \$50.00 per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the CONTRACTOR.

ARTICLE 30. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

CONTRACTOR:

BY: _____
Javin L. Walker, CEO
"2" S.B.W. & Associates Inc.
141 Dabou Loop
Belle Glade, Florida 33430

CITY OF SOUTH BAY

BY: _____
Leondrae D. Camel
CITY MANAGER

ATTEST:

BY: _____
Natalie Malone
CITY CLERK

APPROVED AS TO FORM
AND LEGAL
SUFFICIENCY:BY: _____
Burnadette Norris-Weeks, Esq.
CITY ATTORNEY

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A" PROPOSAL FORM (FORM ATTACHED)

ORDINANCE NO. 03-2019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CHANGING THE DATE OF THE MARCH 2020 GENERAL ELECTION TO COINCIDE WITH THE STATEWIDE PRESIDENTIAL PREFERENCE PRIMARY; ESTABLISHING THE DATES FOR QUALIFICATION OF CANDIDATES; PROVIDING FOR TRANSMITTAL TO THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County Supervisor of Elections has advised the City that the County voting system will not be available for the March 10, 2020 general election because the Florida Legislature has established March 17, 2020 as the date for the Presidential Preference Primary; and

WHEREAS, in order to utilize the County voting system and the services of the County Supervisor of Elections, the City is required to move the date of its election to coincide with the Presidential Preference Primary; and

WHEREAS, because of state and federal laws governing overseas and military ballots, the City will be required to submit the names to appear on the ballot on or before December 17, 2019; and

WHEREAS, Section 101.75(3), Florida Statutes, provides that the governing body of a municipality may, by ordinance, move the date of any municipal election to a date concurrent with any statewide or countywide election; and

WHEREAS, Section 101.75(3), Florida Statutes, further requires that an ordinance moving the date of a municipal election specifically provide the candidate qualifying dates for the election; and

WHEREAS, Section 100.3605(2), Florida Statutes, allows the governing body of a municipality to change the dates for qualifying and for the election of members of the governing body forth in a municipal charter by ordinance and to provide for the orderly transition of office resulting from such date changes without the need for a referendum; and

WHEREAS, the City Commission determines that the adoption of this Ordinance is in the best interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Amending Election Date.

Pursuant to Section 101.75 (3), Florida Statutes, the City of South Bay hereby moves the March 2020 South Bay Municipal Election date to Tuesday, March 17, 2020 to coincide with the date for the statewide Presidential Preference Primary. Nothing herein is intended to create a permanent change to the City Charter. Following the March 17, 2020 election, and any subsequent runoff, the qualifying period for the City municipal elections shall thereafter comply with the City of South Bay, Code of Ordinances, Chapter 10.

Section 3. Amending Qualifying Period.

The City of South Bay, Florida, pursuant to Section 100.3605 (2), Florida Statutes, hereby amends the qualifying period for the 2020 City of South Bay Municipal Election scheduled to be held on Tuesday, March 17, 2020 as follows:

a) Qualifying Period for candidates will be from noon on December 02, 2019 to noon on December 17, 2019.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Conflict and Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 6. Transmittal.

The City Clerk is hereby directed to transmit a copy of this Ordinance to the Palm Beach Supervisor of Elections Office.

Section 7. Effective Date.

The provisions of this Ordinance shall become effective immediately upon passage on second and final reading.

PASSED FIRST READING this ____ Day of _____, 2019.

PASSED SECOND READING this ____ Day of _____, 2019.

Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



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"

DATE: July 16, 2019

TO: Joe Kyles Sr., Mayor
Betty Barnard, Vice Mayor
John Wilson, Commissioner
Taranza McKelvin, Commissioner
Esther Berry, Commissioner

FROM: Natalie Malone, City Clerk

CC: Leondrae Camel, City Manager
Burnadette Norris-Weeks, City Attorney

RE: Presidential Preference Primary - Municipal Election 2020

The date for the Presidential Preference Primary (PPP) is March 17, 2020. As such, the Supervisor of Elections (SOE) is requesting that all municipalities move the dates of their municipal elections to that same date of March 17, 2020. Municipal Election Runoffs will be held on March 31, 2020. The Supervisor of Elections also advised that the deadline for submitting municipal ballot questions to her office will be Friday, December 13, 2019. In addition, the SOE will not hold special elections in 2019 due to the new election equipment testing schedule.

In order to comply with this change in the election date for 2020, all municipalities must adopt an ordinance setting March 17, 2020 as their election date for 2020 and must alter their qualifying times to end on December 17, 2019 in conjunction with the PPP qualifying dates. The email from the SOE is attached.

Staff will be bringing forth an ordinance authorizing an amendment to the City's municipal election date as well as the qualifying period to comply with the change in the election date for 2020.

MUNICIPAL CLERK TRAINING:
Thursday, October 10, 2019

Please do not hesitate to write or call with any questions.

With Regards,

Robin Rorapaugh
Chief Deputy Supervisor of Elections
561-656-6263



PLEASE NOTE: Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. Florida Statute 668 6076



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natalie Malone

Bernadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: July 31, 2019
Ref: Weekly check register

Enclosed, please find the summary of check register as of July 31, 2019:

General Fund

• Utility:		
Comcast	\$	772.22
AT & T		651.14
• Bank of America		2,943.34
• Aetna		13,276.94
• PBC Sheriff		15,379.58
• King Tutoring		2,300.00
• CAP Engineering		9,787.50
• Meridian Point		5,000.00
• Fl League of Cities		1,100.00
• Purchased of supplies, materials and parts		1,204.31 A
• Payment for various services		1,544.22 B
• Payroll deductions		4,962.99 C
• Other		2,135.96 D
		<hr/>
	Total	\$ 61,058.20

Capital Project Fund

Total Solution	\$	9,500.00
CAP Engineering		14,600.00
		<hr/>
		24,100.00

W & S Fund

US Water	\$	3,942.43
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Sanitation Fund

Waste Management	\$	35,060.74
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AP Check Register Report

City Of South Bay (CSBFND)

07/18/2019 9:02:25 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11873	AT&T MOBILITY	AT&T MOBILITY -ROC	07/18/2019	651.14
11874	COMCAST	COMCAST	07/18/2019	118.79
11875	COMCAST BUSINESS	COMCAST	07/18/2019	653.43
11876	COSTCO	COSTCO	07/18/2019	120.00
11877	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	07/18/2019	81.36
11878	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	07/18/2019	496.63
11879	KINGS TUTORING AND MI	KINGS TUTORING AND MENTORING FOUNDATION IN	07/18/2019	2,300.00
11880	MERIDIAN POINT CONSUI	MERIDIAN POINT CONSULTING LLC	07/18/2019	5,000.00
11881	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	07/18/2019	183.46
11882	ROBBIE TIRE	ROBBIE TIRE	07/18/2019	41.64
11883	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	07/18/2019	130.00
11884	SHRM	SHRM	07/18/2019	189.00
11885	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	07/18/2019	103.65
11886	VRC	VRC	07/18/2019	328.18
Non-Electronic Transactions:				10,397.28
Total Transactions:				10,397.28

D
A
B
A
B
C
D
A
B

AP Immediate Check Register Report

City Of South Bay (CSBFND)

07/23/2019 4:02:22 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
11887	CAP ENGINEERING	CAP ENGINEERING	07/23/2019	3,450.00
11888	CAP ENGINEERING	CAP ENGINEERING	07/23/2019	4,225.00
11889	CAP ENGINEERING	CAP ENGINEERING	07/23/2019	2,112.50
Totals:			Total Transactions:	9,787.50

AP Check Register Report

City Of South Bay (CSBFND)

07/26/2019 10:41:44 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
11890	AETNA	AETNA	07/26/2019	13,276.94	
11891	AFLAC	AFLAC	07/26/2019	1,436.59	C
11892	BANK OF AMERICA, NA	BANK OF AMERICA	07/26/2019	2,943.34	
11893	CITY OF SOUTH BAY	CITY OF SOUTH BAY	07/26/2019	340.60	D
11894	CLARKE	CLARKE	07/26/2019	497.57	B
11895	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	07/26/2019	1,309.60	C
11896	DEPT OF ENVIRO	DEPARTMENT OF ENVIRONMENTAL PROTECT	07/26/2019	300.00	D
11897	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	07/26/2019	1,100.00	
11898	FORD CREDIT DEPT 67-4:	FORD CREDIT DEPT 67-434	07/26/2019	899.74	D
11899	IAMAW	IAMAW	07/26/2019	350.16	C
11900	LAWNMOWER HEADQUAI	LAWNMOWER HEADQUARTER	07/26/2019	303.14	A
11901	LIBERTY NATIONAL	LIBERTY NATIONAL	07/26/2019	730.69	C
11902	MUTUAL OF OMAHA	MUTUAL OF OMAHA	07/26/2019	286.82	D
11903	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	07/26/2019	15,379.58	
11904	PERFORMANCE NAPA	PERFORMANCE NAPA	07/26/2019	153.34	A
11905	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	07/26/2019	180.00	B
11906	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	07/26/2019	614.81	C
11907	WALMART COMMUNITY	WAL-MART COMMUNITY	07/26/2019	379.36	A
11908	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	07/26/2019	391.14	C
Non-Electronic Transactions:				40,873.42	
Total Transactions:				40,873.42	

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

07/15/2019 5:08:40 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
147	CAP ENGINEERING	CAP ENGINEERING	07/15/2019	300.00
148	CAP ENGINEERING	CAP ENGINEERING	07/15/2019	2,600.00
Totals:			Total Transactions:	2,900.00

AP Immediate Check Register Report

City Of South Bay (CSBFND)

07/23/2019 4:16:04 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
149	CAP ENGINEERING	CAP ENGINEERING	07/23/2019	11,700.00
Totals:			Total Transactions:	11,700.00

AP Immediate Check Register Report

City Of South Bay (CSBFND)

07/25/2019 9:12:21 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
150	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	07/25/2019	9,500.00
Totals:			Total Transactions:	9,500.00

AP Check Register Report
City Of South Bay (CSBFND)

07/30/2019 10:26:07 AM

Page 1

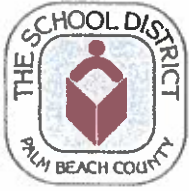
Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
2145	US WATER	U.S. WATER SERVICES CORPORATION	07/30/2019	3,942.43
			Non-Electronic Transactions:	3,942.43
			Total Transactions:	3,942.43

AP Check Register Report
City Of South Bay (CSBFND)

07/26/2019 12:17:12 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
195	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	07/26/2019	35,060.74
			Non-Electronic Transactions:	35,060.74
			Total Transactions:	35,060.74



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

GLADES REGIONAL OFFICE
2625 NW 16TH STREET
BELLE GLADE, FL 33430

Ph: (561) 996-4900 Fax: (561) 996-4912

ANGELA MOORE, Ed.S.
GLADES REGIONAL SUPERINTENDENT

MONEEK MCTIER, Ed.D.
GLADES REGIONAL INSTRUCTIONAL SUPERINTENDENT

KEITH OSWALD
DEPUTY SUPERINTENDENT/CHIEF OF SCHOOLS

July 31, 2019

City of South Bay
335 South West 2nd Avenue
South Bay, Florida 33493

Dear City of South Bay,

For the first time since the grading of Florida schools in 1999, the Glades Region has no failing schools. All schools scored a "C" rating or better on the Florida State Assessment (FSA) test for the 2018-2019 academic school year. We have made HISTORY!

It's time to celebrate! The grand celebration is scheduled for Friday, August 9, 2019, 4-8:00 pm at the Belle Glade Marina. We will provide food, door prizes, awards, music, entertainment and games. Citizens from the tri-city area will be invited to celebrate this awesome milestone in our schools.

We are asking that you contribute in the amount of \$500.0 to assist in making this celebration a success. Please make your donation payable to the City of Belle Glade and mail it to The City of Belle Glade, Attn: Mary O. Evans, P.O. Box 1146, Belle Glade, Florida 33430. If you would like your donation to be picked up, you may call Mary O. Evans at (561) 983-2425 or Kevin Wright at (561) 261-0717. Your donation will ensure your business and/or organization be listed as a sponsor for this event.

Thank you in advance for your contribution.

Sincerely,

Kevin Wright
School/Community Liaison
The Glades Region

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

School District of Palm Beach County, Florida
A Top-Rated District by the Florida Department of Education Since 2005
An Equal Education Opportunity Provider and Employer

WTEC
West Technical Education Center
Where you learn to earn!

**BELLE GLADE, SOUTH BAY
PAHOKEE & CANAL POINT RESIDENTS
ARE INVITED TO...**

"Celebrate"
**GOOD
TIMES
COME ON!**

**FRIDAY
AUG. 9TH
2019 4PM - 8PM JOIN US...**

@THE BELLE GLADE MARINA
5000 West Canal Street
Belle Glade, Florida 33430

To celebrate all schools in the
Glades Region earning a school
grade rating of "C" or better.

**GREAT FOOD
GREAT MUSIC
BOUNCE HOUSES
FACE PAINTING
AND MUCH
MORE!**

music

BELLE GLADE
PALM BEACH COUNTY
FLORIDA
WWW.BELLEGLADEFLORIDA.COM

**CITY OF
PAHOKEE**

CITY OF SOUTH BAY
CROSSROADS OF SOUTH FLORIDA

UNSOLICITED PROPOSAL

July 17, 2019

SB USA Holdings LLC
8181 W Broward Blvd #350
Plantation FL 33324

RE: Purchase of real property located in The City of South Bay further described in Exhibit A attached

(approx 20 acres).

We are writing this proposal for the purpose of obtaining a contract with The City of South Bay and that is not in response to an RFP, broad agency announcement, or any other governmental-initiated solicitation or program.

Our intent is to develop this property into an industrial park as shown in Exhibit E, creating job opportunities and growth to the community drawn by the industries we will attract to the area.

This proposal sets forth the basic terms and conditions under which The City of South Bay (the "Seller") will consider entering negotiations with Purchaser (as defined below) for the purchase from Seller, of that certain real property noted above (the "Property") including, without limitation, the land and current improvements. The obligation of the parties hereunder shall be subject to the execution by the Purchaser and Seller of a mutually acceptable Purchase and Sale Agreement (the "Purchase Agreement").

1. **Purchaser:** The Purchaser under the Purchase Agreement shall be SB USA Holdings, LLC, a Florida limited liability company, and/or its assignee ("Purchaser").

2. **Purchase Price:** Purchaser agrees to pay a price of Two hundred and seventy thousand and 00/100 Dollars (\$270,000.00) (the "Purchase Price") as follows:

- a) Twenty Five Thousand and 00/100 Dollars (\$25,000.00) being the Purchase and Sale Deposit (as hereinafter defined)
- b) Twenty Five Thousand and 00/100 Dollars (\$25,000.00) being the Due Diligence Deposit (as hereinafter defined)
- c) Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) at closing.

3. **Purchase and Sale Deposit:** Within five (5) business days following the receipt by Purchaser of a fully executed copy of the Purchase Agreement, Purchaser shall deliver Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to the escrow agent designated by the parties (the "Escrow Agent"), to be held as a refundable deposit (the "Purchase and Sale Deposit") under the terms of this proposal.

4. **Inspection Period:** Purchaser shall have forty five (45) days following the execution of the Purchase Agreement (the "Inspection Period") during which the Purchaser shall have the right to inspect all aspects of the Property at its sole cost and expense. Seller agrees to cooperate with Purchaser and/or its representatives and agents regarding said inspections and to provide Purchaser with access to the Property with the purpose of performing additional due diligence. In the event Purchaser terminates the Purchase Agreement, for any reason whatsoever in Purchaser's sole discretion, prior to the expiration of the Inspection Period, then the Purchase and Sale Deposit shall be returned to the Purchaser and the parties shall be released from all further obligations.

UNSOLICITED PROPOSAL

5. **Due Diligence Deposit:** Within five (5) business days following the satisfactory completion of the Inspection Period, Purchaser shall deliver an additional sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) to the Escrow Agent (the "Due Diligence Deposit"), provided, however that if the Purchaser elects not to proceed with the transaction prior to the expiration of the Inspection Period, for any reason whatsoever in Purchaser's sole discretion, then the Purchase Agreement shall terminate and the Purchase and Sale Deposit shall be returned to the Purchaser, whereupon neither the Seller nor the Purchaser shall be further obligated to each other. In the event the Purchaser elects to proceed with the transaction following the Inspection Period and delivery of the Due Diligence Deposit, the monies held in escrow shall continue to be earnest money deposit under the Purchase Agreement (the Purchase and Sale Deposit and Due Diligence Deposit shall together be referred to herein as the "Deposit").
6. **Execution of Purchase Agreement:** Within ten (15) business days following the date of the full execution of this proposal, Purchaser and Seller shall negotiate and endeavor to execute the Purchase Agreement incorporating the terms of this proposal and/or such other terms as may be acceptable to Purchaser and Seller in each of their sole discretion. If Purchaser and Seller are unable to execute a Purchase Agreement on or before the end of such ten (15) day period, then this proposal shall terminate and neither the Purchaser nor Seller shall be further obligated to each other. Upon execution of the Purchase Agreement, this proposal shall terminate and the rights and obligations of the Purchaser and Seller shall be governed by the Purchase Agreement
7. **Property Documents:** Within three (3) business days following the execution of the Purchase Agreement, to the extent that any of the following are in Seller's possession or control, Seller shall deliver to Purchaser copies of all agreements, documents, and reports relating to the Property, an existing survey of the Property, any soil boring reports, any property condition reports, any environmental reports with respect to the Property, copies of all permits by city, county, state, and federal agencies, a full set of plans and specifications, engineering reports, copies of any threatened or filed lawsuits regarding the Property, and the existing policy of title insurance with respect to the Property.
8. **Conditions to Closing:** As of Closing (as defined below), the following shall be conditions precedent to Purchaser's obligation to close under the Purchase Agreement:
- a. Seller must deliver the deed of the property to the Purchaser. This deed must convey clean, insurable and marketable title, without any encumbrances;
 - b. Seller's representations and warranties pursuant to the Purchase Agreement shall be true and correct;
 - c. The Property is Zoned "Industrial";
 - d. The Property shall be free from contamination by substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "toxic substances", "contaminants", or other pollution including, but not limited to, asbestos, arsenic, or fuel tanks, under any applicable federal, state or local laws, ordinances, rules or regulations now or hereafter in effect ("Hazardous Materials") or, in the alternative, there shall be a current no further action letter issued by the applicable governing authorities evidencing that no environmental assessment, removal, monitoring, or remediation is required in connection with the Property. In the event that that the Property is not free from Hazardous Materials, then Seller shall be

UNSOLICITED PROPOSAL

responsible for performance of any required notification, assessment, removal, monitoring, and remediation with respect to the Hazardous Materials, in compliance with all applicable laws or regulations now or hereafter in effect until compliance is achieved; and

- e. All residential owners or tenants will have vacated the Property.
- f. Purchaser will have obtained all required approvals and permits with all fees (including impact fees) waived by The City of South Bay.

In the event that any condition precedent is not satisfied to Purchaser's satisfaction, then Purchaser, at its election, may: (i) extend the Closing in order to permit additional time within which to satisfy all such conditions precedent, in which event the Closing under the Purchase Agreement shall be on the day that is thirty (30) days following the satisfaction of all such conditions precedent; or (ii) terminate the transaction and have the Deposit refunded to the Purchaser.

9. **Closing:** The closing under the Purchase Agreement (the "Closing") will occur on the date that is forty five (45) days following the all required approvals

10. (provided the Purchase Agreement has not been previously terminated pursuant to the terms thereof).

11. **Closing Costs:** Seller shall pay the documentary stamp taxes on the deed, the Palm Beach County Surtax on the deed (if any), and the cost of recording the deed. Each party shall bear the cost of its attorneys, accountants, appraisers, and other professionals, consultants and representatives. Seller shall be responsible for selecting the title agent and the cost of title insurance.

12. **Brokerage:** Seller and Purchaser represent and warrant to each other that neither Seller nor Purchaser has engaged or employed any broker, agent, finder or other similar party with respect to the sale of the Property.

13. **Indemnification:** Each party indemnifies and agrees to hold harmless the other from any, and all, loss, cost, expense or liability incurred by one party resulting from the breach of a representation by the other, including, without limitation, attorneys' and paralegals' fees incurred, whether or not any action is commenced or, if commenced, through any and all trial, appellate or bankruptcy proceedings.

14. **Confidentiality:** Seller and Purchaser agree to keep the existence and terms of this proposal (and the existence and terms of the Purchase Agreement if executed) confidential, except as may be required by law or the governing authorities regarding approvals that Purchaser is seeking, and except as may be necessary by either of the parties to disclose to its lawyers, accountants, lenders, investors, consultants, and similar professionals.

15. **No Shop:** Seller agrees that, during the period commencing on the date both parties execute this proposal through the earlier of (i) the date which is sixty (60) business days thereafter, and (ii) the date the Purchase Agreement is fully executed by the parties (such period being referred to herein as the "No Shop Period"), Purchaser shall have the exclusive right to acquire the Property and Seller shall not sell the Property, or negotiate for the sale of the Property, to any party other than Purchaser during such No Shop Period. Furthermore, Seller agrees that once the Purchase Agreement is executed, Seller shall not enter any backup contract for the sale or joint venture of the Property with any other party for so long as

UNSOLICITED PROPOSAL

the Purchaser complies with the terms of the Purchase Agreement.

16. **Seller Cooperation and Purchaser's Approvals:** Seller covenants and agrees to cooperate in all reasonable respects with Purchaser's efforts to obtain any necessary governmental or other required approvals (collectively, the "Approvals"), including, without limitation, joining any required covenant in lieu of unity of title or application to obtain a separate tax folio number for the Property.

17. **Termination:** **This proposal shall automatically terminate and be of no further force or effect if not fully executed within ten (10) business days of the date set forth above.**

It is expressly acknowledged and agreed by the parties hereto that except with respect to Sections 12, 13 and 14 and 16 above, this proposal is not intended, nor shall this proposal be deemed to be a legally binding or enforceable agreement of the parties. Furthermore, this proposal does not purport to be inclusive of all the material terms and conditions relating to such transaction. It is expressly agreed and understood that, as a condition to a legally binding obligation of the parties (except with respect to Sections 12, 13 and 14 and 16 above), the Purchase Agreement shall be acceptable in form and substance to the parties hereto and their respective counsel, as evidenced by the execution and delivery of the Purchase Agreement by the respective parties.

If the foregoing accurately sets forth Seller's understanding of Purchaser's and Seller's mutual intentions, Seller should so indicate by signing the space provided below and returning it to the Purchaser.

AGREED AND ACCEPTED:

The City of South Bay

SB USA Holdings LLC

By: _____
Print Name:
Title:

By: Sam Sami
Print Name: Sam Sami
Title: MGR

UNSOLICITED PROPOSAL



Exhibit A

UNSOLICITED PROPOSAL

July 17, 2019

SB USA Holdings LLC
8181 W Broward Blvd #350
Plantation FL 33324

RE: Purchase of four parcels of real property located in The City of South Bay further defined by Palm Beach County as parcel numbers 58364411000003020, 58364411000003130, 5836441000007260 and 58364411000003140 as shown in in Exhibit A, B, C & D.

We are writing this proposal for the purpose of obtaining a contract with The City of South Bay and that is not in response to an RFP, broad agency announcement, or any other governmental-initiated solicitation or program.

Our intent is to develop this property into an industrial park as shown in Exhibit E, creating job opportunities and growth to the community drawn by the industries we will attract to the area. This proposal sets forth the basic terms and conditions under which The City of South Bay (the "Seller") will consider entering negotiations with Purchaser (as defined below) for the purchase from Seller, of that certain real property noted above (the "Property") including, without limitation, the land and current improvements. The obligation of the parties hereunder shall be subject to the execution by the Purchaser and Seller of a mutually acceptable Purchase and Sale Agreement (the "Purchase Agreement").

1. **Purchaser:** The Purchaser under the Purchase Agreement shall be SB USA Holdings, LLC, a Florida limited liability company, and/or its assignee ("Purchaser").
2. **Purchase Price:** Purchaser agrees to pay a price of One Million and 00/100 Dollars (\$1,000,000.00) (the "Purchase Price") as follows:
 - a) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) being the Purchase and Sale Deposit (as hereinafter defined)
 - b) Fifty Thousand and 00/100 Dollars (\$50,000.00) being the Due Diligence Deposit (as hereinafter defined)
 - c) Nine Hundred Twenty Five Thousand and 00/100 Dollars (\$925,000.00) at closing.
3. **Purchase and Sale Deposit:** Within five (5) business days following the receipt by Purchaser of a fully executed copy of the Purchase Agreement, Purchaser shall deliver Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to the escrow agent designated by the parties (the "Escrow Agent"), to be held as a refundable deposit (the "Purchase and Sale Deposit") under the terms of this proposal.
4. **Inspection Period:** Purchaser shall have sixty (60) days following the execution of the Purchase Agreement (the "Inspection Period") during which the Purchaser shall have the right to inspect all aspects of the Property at its sole cost and expense. Seller agrees to cooperate with Purchaser and/or its representatives and agents regarding said inspections and to provide Purchaser with access to the Property with the purpose of performing additional due diligence. In the event Purchaser terminates the Purchase Agreement, for any reason whatsoever in Purchaser's sole discretion, prior to the expiration of the Inspection Period, then the Purchase and Sale Deposit shall be returned to the Purchaser and the parties shall be released from all further obligations.

UNSOLICITED PROPOSAL

5. **Due Diligence Deposit:** Within five (5) business days following the satisfactory completion of the Inspection Period, Purchaser shall deliver an additional sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) to the Escrow Agent (the "Due Diligence Deposit"), provided, however that if the Purchaser elects not to proceed with the transaction prior to the expiration of the Inspection Period, for any reason whatsoever in Purchaser's sole discretion, then the Purchase Agreement shall terminate and the Purchase and Sale Deposit shall be returned to the Purchaser, whereupon neither the Seller nor the Purchaser shall be further obligated to each other. In the event the Purchaser elects to proceed with the transaction following the Inspection Period and delivery of the Due Diligence Deposit, the monies held in escrow shall continue to be earnest money deposit under the Purchase Agreement (the Purchase and Sale Deposit and Due Diligence Deposit shall together be referred to herein as the "Deposit").

6. **Execution of Purchase Agreement:** Within ten (15) business days following the date of the full execution of this proposal, Purchaser and Seller shall negotiate and endeavor to execute the Purchase Agreement incorporating the terms of this proposal and/or such other terms as may be acceptable to Purchaser and Seller in each of their sole discretion. If Purchaser and Seller are unable to execute a Purchase Agreement on or before the end of such ten (15) day period, then this proposal shall terminate and neither the Purchaser nor Seller shall be further obligated to each other. Upon execution of the Purchase Agreement, this proposal shall terminate and the rights and obligations of the Purchaser and Seller shall be governed by the Purchase Agreement

7. **Property Documents:** Within three (3) business days following the execution of the Purchase Agreement, to the extent that any of the following are in Seller's possession or control, Seller shall deliver to Purchaser copies of all agreements, documents, and reports relating to the Property, an existing survey of the Property, any soil boring reports, any property condition reports, any environmental reports with respect to the Property, copies of all permits by city, county, state, and federal agencies, a full set of plans and specifications, engineering reports, copies of any threatened or filed lawsuits regarding the Property, and the existing policy of title insurance with respect to the Property.

8. **Conditions to Closing:** As of Closing (as defined below), the following shall be conditions precedent to Purchaser's obligation to close under the Purchase Agreement:

- a. Seller must deliver the deed of the property to the Purchaser. This deed must convey clean, insurable and marketable title, without any encumbrances;
- b. Seller's representations and warranties pursuant to the Purchase Agreement shall be true and correct;
- c. The Property is Zoned "Industrial";
- d. The Property shall be free from contamination by substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "toxic substances", "contaminants", or other pollution including, but not limited to, asbestos, arsenic, or fuel tanks, under any applicable federal, state or local laws, ordinances, rules or regulations now or hereafter in effect ("Hazardous Materials") or, in the alternative, there shall be a current no further action letter issued by the applicable governing authorities evidencing that no environmental assessment, removal, monitoring, or remediation is required in connection with the Property. In the event that that the Property is not free from Hazardous Materials, then Seller shall be

UNSOLICITED PROPOSAL

responsible for performance of any required notification, assessment, removal, monitoring, and remediation with respect to the Hazardous Materials, in compliance with all applicable laws or regulations now or hereafter in effect until compliance is achieved; and

- e. All residential owners or tenants will have vacated the Property.
- f. Purchaser will have obtained all required approvals and permits with all fees (including impact fees) waived by The City of South Bay.

In the event that any condition precedent is not satisfied to Purchaser's satisfaction, then Purchaser, at its election, may: (i) extend the Closing in order to permit additional time within which to satisfy all such conditions precedent, in which event the Closing under the Purchase Agreement shall be on the day that is thirty (30) days following the satisfaction of all such conditions precedent; or (ii) terminate the transaction and have the Deposit refunded to the Purchaser.

9. **Closing:** The closing under the Purchase Agreement (the "Closing") will occur on the date that is sixty (60) days following the all required approvals

10. (provided the Purchase Agreement has not been previously terminated pursuant to the terms thereof).

11. **Closing Costs:** Seller shall pay the documentary stamp taxes on the deed, the Palm Beach County Surtax on the deed (if any), and the cost of recording the deed. Each party shall bear the cost of its attorneys, accountants, appraisers, and other professionals, consultants and representatives. Seller shall be responsible for selecting the title agent and the cost of title insurance.

12. **Brokerage:** Seller and Purchaser represent and warrant to each other that neither Seller nor Purchaser has engaged or employed any broker, agent, finder or other similar party with respect to the sale of the Property.

13. **Indemnification:** Each party indemnifies and agrees to hold harmless the other from any, and all, loss, cost, expense or liability incurred by one party resulting from the breach of a representation by the other, including, without limitation, attorneys' and paralegals' fees incurred, whether or not any action is commenced or, if commenced, through any and all trial, appellate or bankruptcy proceedings.

14. **Confidentiality:** Seller and Purchaser agree to keep the existence and terms of this proposal (and the existence and terms of the Purchase Agreement if executed) confidential, except as may be required by law or the governing authorities regarding approvals that Purchaser is seeking, and except as may be necessary by either of the parties to disclose to its lawyers, accountants, lenders, investors, consultants, and similar professionals.

15. **No Shop:** Seller agrees that, during the period commencing on the date both parties execute this proposal through the earlier of (i) the date which is sixty (60) business days thereafter, and (ii) the date the Purchase Agreement is fully executed by the parties (such period being referred to herein as the "No Shop Period"), Purchaser shall have the exclusive right to acquire the Property and Seller shall not sell the Property, or negotiate for the sale of the Property, to any party other than Purchaser during such No Shop Period. Furthermore, Seller agrees that once the Purchase Agreement is executed, Seller shall not enter any backup contract for the sale or joint venture of the Property with any other party for so long as

UNSOLICITED PROPOSAL

the Purchaser complies with the terms of the Purchase Agreement.

16. **Seller Cooperation and Purchaser's Approvals:** Seller covenants and agrees to cooperate in all reasonable respects with Purchaser's efforts to obtain any necessary governmental or other required approvals (collectively, the "Approvals"), including, without limitation, joining any required covenant in lieu of unity of title or application to obtain a separate tax folio number for the Property.

17. **Termination:** **This proposal shall automatically terminate and be of no further force or effect if not fully executed within ten (10) business days of the date set forth above.**

It is expressly acknowledged and agreed by the parties hereto that except with respect to Sections 12, 13 and 14 and 16 above, this proposal is not intended, nor shall this proposal be deemed to be a legally binding or enforceable agreement of the parties. Furthermore, this proposal does not purport to be inclusive of all the material terms and conditions relating to such transaction. It is expressly agreed and understood that, as a condition to a legally binding obligation of the parties (except with respect to Sections 12, 13 and 14 and 16 above), the Purchase Agreement shall be acceptable in form and substance to the parties hereto and their respective counsel, as evidenced by the execution and delivery of the Purchase Agreement by the respective parties.

If the foregoing accurately sets forth Seller's understanding of Purchaser's and Seller's mutual intentions, Seller should so indicate by signing the space provided below and returning it to the Purchaser.

AGREED AND ACCEPTED:

The City of South Bay

SB USA Holdings LLC

By: _____
Print Name:
Title:

By: Sam Sami
Print Name: Sam Sami
Title: MGR

UNSOLICITED PROPOSAL

DOROTHY JACKS
 Pinal County Property Appraiser
 Pinal County, AZ
 1535 W. McDowell Ave., Suite 100
 Phoenix, AZ 85007
 (602) 995-2222

Search by Owner, Address or Parcel

View Property Record

Owners
 SOUTH BAY CITY OF

Property detail
 Location: 800 US HIGHWAY 27 N
 Municipality: SOUTH BAY
 Parcel ID: 5836441100003020
 Subdivision:
 Book: 09872 Page: 1022
 Sale Date: JUL-1997
 Mapping: 335 SW 2ND AVE
 Address: SOUTH BAY FL 33493 2225
 Use Type: 8900 - MUNICIPAL
 Total Square Feet: 0

Sales information

Sales Date	Price
JUL-1997	100
AUG-1986	100
MAR-1982	21,400

Appraisals

TAX YEAR	2018
Improvement Value	\$8,069
Land Value	\$103,970
Total Market Value	\$112,039

All values are as of January 1st each year

Assessed/Taxable values

TAX YEAR	2018
Assessed Value	\$112,039
Exemption Amount	\$112,039
Taxable Value	\$0

Taxes

TAX YEAR	2018
All Valuations	\$0

Exhibit A

UNSOLICITED PROPOSAL

DOROTHYJACKS
FL, LLC
Palm Beach County Property Appraiser
My Info What's New

Search by Owner, Address or Parcel

View Property Record

Owners
SOUTH BAY CITY OF

Property detail

Location
Municipality SOUTH BAY
Parcel No. 58364411000003130
Subdivision
Book Page
Sale Date

Address 335 SW 2ND AVE
Address SOUTH BAY FL 33493 2225
Use Type 8900 - MUNICIPAL
Total Square Feet 0

No Sales Information Available

Appraisals

2018	2017
Improvements Value	\$0
Land Value	\$7,988
Total Market Value	\$7,988

All values are as of January 1st each year

Assessed/Taxable values

TAXYR	2018
Assessed Value	\$7,988
Exemption Amount	\$7,988
Taxable Value	\$0

Taxes

TAXYR	2018
Ad Valorem	\$0
Non Ad Valorem	\$85
Total tax	\$85

EXHIBIT B

UNSOLICITED PROPOSAL

DOROTHY JACKS
Palm Beach County Property Appraiser
300 Palm Beach Blvd, Palm Beach, FL 33480
P.O. Box 100000, Palm Beach, FL 33402

Search by Owner, Address or Parcel

View Property Record

Owners
SOUTH BAY CITY OF

Property detail

Location
Municipality SOUTH BAY
Parcel No 58364411000007260
Subdivision
Book 23631 Page 1816
Sale Date DEC-2009
Mailing Address 335 SW 2ND AVE
Address SOUTH BAY FL 33493 2225
Use Type 8600 CITY INC NONMUNI
Total Square Feet 0

Sales Information

Sale Date	Price
DEC-2009	40000
AUG-2007	1
APR-2006	\$5,776

Appraisals

TAX YEAR	2011
Improvement Value	50
Land Value	\$292,030
Total Market Value	\$292,030

All values are as of January 1st each year

Assessed/Taxable values

TAX YEAR	2011
Assessed Value	\$292,030
Exemption Amount	\$292,030
Taxable Value	50

Taxes

TAX YEAR	2011
All Payments	50

EXHIBIT C

UNSOLICITED PROPOSAL

DOROTHY JACKS
 Public Rights & Property Appraiser
 10000 SW 11th St, Suite 100, Fort Lauderdale, FL 33315
 USA PA #11658

Search by Owner, Address or Parcel

View Property Record

Owners
 SOUTH BAY CITY OF

Property detail

Location
 Municipality: SOUTH BAY
 Parcel No: 58364411000003140
 Subdivision
 Book: 09872 Page: 1022
 Sale Date: JUL 1997
 Mailing Address: 335 SW 2ND AVE
 Address: SOUTH BAY FL 33493 2225
 Use Type: 8900 - MUNICIPAL
 Total Square Feet: 0

Sales Information

Sale Date	Price
JUL-1997	10

Appraisals

TAX YEAR	2018
Improvement Value	50
Land Value	\$306,397
Total Market Value	\$306,397

All values are as of January 1st each year

Assessed/Taxable values

TAX YEAR	2018
Assessed Value	\$306,397
Exemption Amount	\$306,397
Taxable Value	50

Taxes

TAX YEAR	2018
Ad Valorem	50
Non Ad Valorem	\$2,807
Total tax	\$2,807

EXHIBIT D

UNSOLICITED PROPOSAL

SOUTH BAY PARK OF COMMERCE

335 SW 2ND AVE. SOUTH BAY | FL | 33490 2225

LIST OF DRAWINGS

- G-0 COVER SHEET
- G-1 EXISTING SITE
- G-2 ZONING, SITE PLAN & LOCATION DIAGRAMS
- G-3 AERIAL VIEW



ZONING APPLICATION

PROJECT NO. 2018-0001

DATE: 01/15/2018

APPLICANT: [Name]

PROJECT: [Name]

LOCATION: [Address]

STATUS: [Status]

APPROVED BY: [Signature]

DATE: [Date]

SEAL: [Seal]

EXHIBIT E