

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

CITY OF SOUTH BAY

CITY COMMISSION MEETING AGENDA

COMMISSION CHAMBER

TUESDAY NOVEMBER 05, 2019

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

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk

shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA
CITY COMMISSION CHAMBERS
TUESDAY NOVEMBER 05, 2019
6:30PM

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

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

3a. Homeless Coalition of Palm Beach Proclamation
National Hunger and Homeless Awareness Week
Week of November 17-23

3b. Palm Beach State College-Belle Glade Campus
Dr. LaTanya McNeal, Executive Dean
Announcements and Invitation

3c. Strategic Plan Results 2019

4. ADJOURNMENT

**REGULAR CITY MEETING AGENDA
CITY OF SOUTH BAY, FL
CITY COMMISSION CHAMBERS
TUESDAY NOVEMBER 05, 2019
7:00PM**

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

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

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

2. DISCLOSURE OF VOTING CONFLICTS

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

3a. TANO Transitions, LLC

3b. Dwayne Banks and Solar Energy Group

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- October 15, 2019
(Regular City Workshop and City Meeting)

5b. Amendment 004 to the Agreement with City of South Bay
Review and File

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

6a. RESOLUTION NO. 47-2019

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

6b. RESOLUTION NO. 48-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING A FIFTH AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR CITY MANAGER LEONDRAE D. CAMEL; PROVIDING FOR AN EFFECTIVE DATE.

6c. RESOLUTION NO. 49-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A 2019 UNSOLICITED PROPOSAL FROM HABITAT FOR HUMANITY TO EXPAND HOMEOWNERSHIP OPPORTUNITIES BY BUILDING FOUR TO SIX NEW HOMES IN THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.

6d. RESOLUTION NO. 50-2019

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A CARNIVAL AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND MODERN MIDWAYS, INC. FOR THE PROVISION OF CARNIVAL RELATED SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

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6e. RESOLUTION NO. 51-2019

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

6f. RESOLUTION NO. 52-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR CITY COMMISSION MEETING DATES FOR CALENDAR YEAR 2020; PROVIDING FOR AN EFFECTIVE DATE.

6g. RESOLUTION NO. 53-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO FINANCES, PROVIDING FOR AMENDMENTS TO THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE.

6h. RESOLUTION NO. 54-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF SOUTH BAY AND BURNADETTE NORRIS-WEEKS, P.A. FOR THE PROVISION OF LEGAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Celebration of Literacy

City of South Bay: Commissioners and Staff
October 15, 2019- November 27, 2019
Schools in the City of South Bay, FL

10b. Walk and Eat Breakfast with the Mayor

105. Martin Luther King Jr Blvd.
From 6:30am to 9:30 am at
Tanner Park on the following dates:

- **November 16, 2019**
- **December 21, 2019**

10c. Palm Beach County League of Cities

November 27, 2019 at 11:30am
Benvenuto Restaurant
1730 N. Federal Hwy, Boynton Beach

11. CITY MANAGER REPORT

- 11a.** Park Facility Usage Application Update
- 11b.** 1050 Palm Beach Road and South Bay Villas
- 11c.** South Bay Park of Commerce
- 11d.** Blighted Grant Submission-625 Palm Beach Road
- 11e.** Ice Skating Ring
- 11f.** Survey of Villa Lago
- 11g.** NLC travel/cancellation of November 09, 2019 Meeting
- 11h.** South Bay 2025 Vision Report

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

**PROCLAMATION OF THE
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA
DECLARING NOVEMBER 17-23 AS
NATIONAL HUNGER & HOMELESSNESS AWARENESS WEEK**

WHEREAS, the State of Florida ranks third in the Nation for the highest homeless population and one in seven of the state's population struggles with hunger, and;

WHEREAS, the Palm Beach County 2019 Homeless Point-In-Time Count identified 1,397 individuals and families experiencing homelessness, and the Palm Beach County Hunger Relief Plan indicates that more than 200,000 residents struggle with hunger, and;

WHEREAS, the purpose of Hunger and Homelessness Awareness Month is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Palm Beach County for very low-income residents, and to encourage support for homeless assistance service providers, as well as community service opportunities for students and school service organizations; and,

WHEREAS, the Palm Beach County Homeless Advisory Board has developed *Leading the Way Home*, a robust ten-year plan, designed as the next phase of ending homelessness in Palm Beach County,

WHEREAS, the intent of Hunger and Homelessness Awareness Week is consistent with the activities of the Homeless Advisory Board, Homeless Coalition, Homeless and Housing Alliance, Palm Beach County Food Bank, The Lord's Place, Gulfstream Goodwill Industries, Adopt-A-Family, and other service providers in Palm Beach County.

**Now Therefore, on behalf of the City of South Bay We do hereby proclaim
November 05, 2019 through November 17-23, 2019 as:**

National Hunger & Homelessness Awareness Week

PROCLAIMED this 5th day of November, 2019.

ATTEST

Mayor, Joe Kyles

City Clerk, Natalie Malone

CITY OF SOUTH BAY

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City Workshop

October 15, 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 October 15, 2019 at 6:30 p.m.

Present:

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

Staff:

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

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

3a. US Army Corps of Engineers: Jacksonville District, Jacksonville, FL

Overview: How Water is Managed in Lake Okeechobee

Savannah Lacy, Hydraulic Engineer

Luis Alejandro, Chief of the Water Management Section.

4. ADJOURNMENT

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

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

CITY OF SOUTH BAY
REGULAR CITY MEETING
OCTOBER 15, 2019
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 October 15, 2019 at 7:00 p.m.

Present:

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

Staff:

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

Mayor Kyles called for any voting conflicts: None

1. PRESENTATIONS/PROCLAMATIONS

1a. Habitat for Humanity of Palm Beach County

Proposal to redevelop vacant properties in the City of South Bay, FL.

Unsolicited Proposal

Nadine T. Dennis

Neighborhood Revitalization Director

1b. Federations of Families of Florida Inc.

Proposal to introduce a Community Garden to residents

Community Garden

C. Veree Jenkins, CEO

2. CONSENT AGENDA

- 2a. Approval of City Minutes- October 01, 2019**
(Regular City Workshop and City Meeting)

Moved By: Vice Mayor Barnard
Seconded By: Commissioner Mckelvin
(Full discussion/recording available through the City Website)

3. PUBLIC COMMENTS

Catherine Martinez: Invitation to The Bicentenary of the Birth of the BAB
(Full discussion/recording available through the City Website)

4. RESOLUTION

- 4a. RESOLUTION NO. 45-2019:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AN AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES WITH COASTAL NETWORK SOLUTIONS, LLC FOR TECHNICAL SUPPORT OF THE CITY'S COMPUTER NETWORK, PROVIDING FOR AN EFFECTIVE DATE.

Moved By: Vice Mayor Barnard
Seconded By: Commissioner McKelvin

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

(Full discussion/recording available through the City Website)

4b. RESOLUTION: 46-2019

A RESOLUTION OF THE CITY COMMISSION OF SOUTH BAY, FLORIDA, APPROVING AND ADOPTING THE 2020 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING AN EFFECTIVE DATE;

Moved By: Commissioner Berry
Seconded By: Vice Mayor Barnard

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

(Full discussion/recording available through the City Website)

5. ORDINANCE**6. ROSENWALD ELEMENTARY SCHOOL****6a. Commissioner McKelvin:**

- SAC meeting
October 16, 2019 at 6:00pm
 Rosenwald Elementary (Media Center)

7. FINANCE REPORT**7a. Accounts Payable**

(Full discussion/recording available through the City Website)

8. CITY CLERK REPORT**8a. Celebration of Literacy**

City of South Bay: Commissioners and Staff
October 15, 2019- November 27, 2019
 Schools in the City of South Bay, FL

- 8b. **Glades Tri-City Commission**
7th Annual Glades Tri-City Awards Ceremony
October 18, 2019 at 6:00pm

- 8c. **Walk and Eat Breakfast with the Mayor**
105. Martin Luther King Jr Blvd.
Tanner Park on the following dates:
- October 19, 2019 at 6:30am-9:30am
 - November 16, 2019 at 6:30am-9:30am
 - December 21, 2019 at 6:30am-9:30am

- 8d. **Palm Beach County Sheriff's Office**
District 13-Western Region
National Night Out: Night out Against Crime 2019
October 24, 2019 from 5:00pm- 8:00pm
Location: Glades Pioneer Park
866 S.R. 715, Belle Glade, FL 33430

9. **THE CITY MANAGER REPORT**

- 9a. **Economic Development Agreement**
New Economic Plan was presented to the Commission for South Bay Park of Commerce.
(Full discussion/recording available through the City Website)

10. **CITY ATTORNEY REPORT**

No report

11. **FUTURE AGENDA ITEMS**

- 11a. **Commissioner Berry:**
- Habitat for Humanity
 - Strategic Plan Assessment Results
 - Community Garden Proposal

11b. Vice Mayor Barnard:

- Compensation Plan (City Manager Evaluation)

Moved By: Commissioner Berry

Seconded By: Vice Mayor Barnard

12. COMMISSIONER COMMENTS

12a. Commissioner Berry:

Thanked everyone for coming out

12b. Vice-Mayor Barnard:

Thanked everyone for coming out

12c. Mayor Kyles:

Thanked everyone for coming out and he also referenced:

- Muckbowl will begin at 6:00pm

(Full discussion/recording available through the City Website)

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

**AMENDMENT 004 TO THE AGREEMENT
WITH
CITY OF SOUTH BAY**

Amendment 004 entered into on September 27, 2019, by and between **Palm Beach County** and the **City of South Bay**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2016-0567) on May 3, 2016, with the City of South Bay, as amended by Amendment 001 (R2017-1816) on December 5, 2017, Amendment 002 (R2018-1573) on October 1, 2018, and Amendment 003 (R2019-0962) on May 7, 2019, to provide \$903,601 of Community Development Block Grant (CDBG) funds for the design and construction of improvements to Cox Park and Tanner Park; and

WHEREAS, construction activity is nearing completion with project close-out and punch list items to be addressed by the contractor; and

WHEREAS, the activities remaining to bring the project to final completion will conclude past the Agreement end date; and

WHEREAS, the Municipality has requested to extend the project completion date and modify the Monthly Performance Requirements, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- A. INCORPORATION OF RECITALS**
The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
- B. SECTION 6: MAXIMUM COMPENSATION**
Replace "September 30, 2019" with "January 31, 2020".
- C. SECTION 7: TIME OF PERFORMANCE**
Replace "September 30, 2019" with "January 31, 2020".
- D. EXHIBIT A-1: SECTION 1-G: MONTHLY PERFORMANCE REQUIREMENTS**
Replace "September 30, 2019" with "January 31, 2020", and revise the performance requirements below to read as follows:

Construction Complete by:	November 2019
Submit Final Reimbursement by:	December 2019
100% of CDBG Funds Expended by:	January 31, 2020

Except as modified by this Amendment 004, the Agreement, as previously amended, remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 004 is expressly contingent upon the approval of the County and shall become effective only when signed

Strategic Planning Assessment 2011-2019	Yes	No	Comment or Suggestion
1. South Bay's strategic planning workshops are open. This means open for public comment or input. As an open planning process, South Bay's strategic planning	5		
priorities are infrastructure, 88-68 acres, jobs and cultural/recreational.	5		
3. South Bay's vision statement is attainable: We are South, We envision sustainability, Let Us Grow Together	5		
4. The strategic plan has clearly defined goals and objectives.			
5. South Bay's approved budget supports strategic planning goals and objectives.	4	1	
6. South Bay's legislative priorities are identified in the strategic planning process.	5		
7. According to the strategic plan/community economic development input survey (2017 – 2020), citywide infrastructure improvements are essential.	5		
8. According to the strategic plan/community workshops, public health and safety issues are priorities.	5		
9. To support citywide sustainability, strategic planning targets			
industrial/agricultural/commerce, economic development and jobs,	5		
10. To support commercial development US 27 north and south, SR 80 east and west, the strategic planning process reflects collaboration with Business Development, LORE, Palm Beach County, State of Florida legislators and Congressional legislators,			
11. The assessment is a planning guide.	5		

Thank you

RESOLUTION 47-2019

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

WHEREAS, the City of South Bay, Florida ("City") is in need of a Contractor for construction services for a project titled, "City Hall Wind Retrofit Project"; and

WHEREAS, the City desires to contract with a professional company with the knowledge and ability to perform the services sought; and

WHEREAS, the City of South Bay, Florida ("City") advertised Invitation to Bid No. 2019-06; and

WHEREAS, the responses to ITB No. 2019-06 were opened on Tuesday, September 24, 2018 at 2:00 p.m.; and

WHEREAS, "2" S.B.W. & Associates Inc. ("Contractor") submitted a bid proposal to the City and was found to be the lowest responsive and responsible bidder; and

WHEREAS, on November 5, 2019, the City awarded the Invitation for Bid to Contractor and authorized the City Manager to enter into an agreement with Contractor; and

WHEREAS, Contractor agrees to perform the needed work for the amount of Ninety-Five Thousand Dollars (\$95,000.00); 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.; and

WHEREAS, City Commission has determined that entering into this Agreement 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. Acceptance of Bid Proposal. The City Commission of the City of South Bay hereby accepts the bid proposal submitted by "2" S.B.W. & Associates Inc. for the City Hall Wind Retrofit Project.

Section 3. 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 "2" S.B.W. & Associates Inc. and the City of South Bay for the City Hall Wind Retrofit Project, attached hereto as Exhibit "A" to this Resolution.

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

PASSED and ADOPTED this 5th day of November, 2019.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

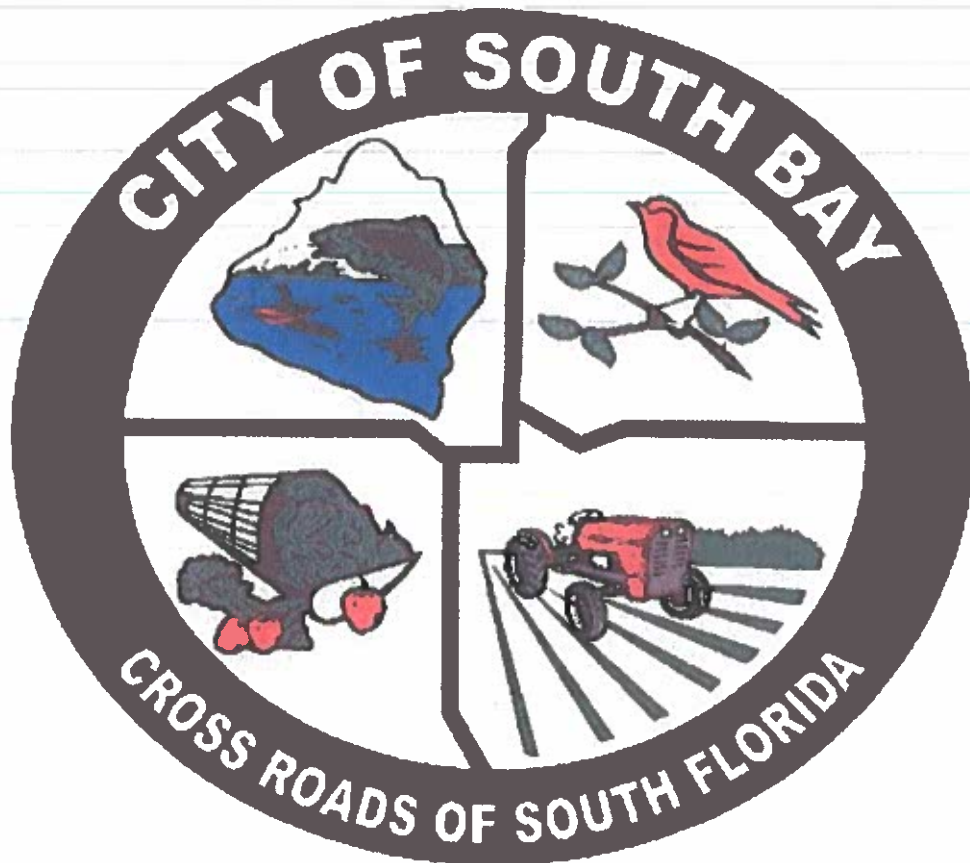
Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"
(CITY OF SOUTH BAY - INVITATION TO BID
NO. 2019 - 06)
"WORK"



INVITATION TO BID

FOR

City Hall Wind Retrofit Project

ITB NO: 2019-06

**CITY OF SOUTH BAY
335 SW 2ND AVENUE
SOUTH BAY, FLORIDA 33493**

ITB NO: 2019 - 06

CITY OF SOUTH BAY
Advertisement for Invitation To Bid

City Hall Wind Retrofit Bid

Proposals for the City Hall Retrofit Bid will be received by the City of South Bay at the Office of the City Clerk, 335 SW 2nd Avenue, South Bay, Florida 33493, Tuesday, September 24, 2019 at 2:00 PM. Any proposals received after the designated closing time will be returned unopened.

The purpose of this Invitation To Bid is to seek service of a qualified professional contractor to provide construction services to the City of South Bay for the Retrofit Project.

A mandatory pre-bid meeting will be held on Tuesday, September 10, 2019 at 10:00 -10:30 AM at Commission Chambers 335 SW 2nd Avenue, South Bay, FL 33493.

An original and five (5) copies a total of six (6) plus 1 copy of the proposal on CD's in PDF format of the proposal shall be submitted in sealed envelopes/packages addressed to Natalie Malone, City Clerk, City of South Bay, Florida, and marked **City Hall Wind Retrofit Project**. Proposers desiring information for use in preparing proposals may obtain from the Clerk's Office, 335 SW 2nd Avenue, South Bay, Florida 33493, Telephone (561) 996-6751 or copies of the ITB NO: 2019 - 06 requirements may also be obtained by visiting the City's website at www.southbaycity.com,

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the ITB NO: 2019 - 06 requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Natalie Malone, City Clerk

Dated: Published: August 28, 2019

ITB NO: 2019 - 06

1. INTRODUCTION

PURPOSE AND GENERAL INFORMATION

The City of South Bay is requesting responses to this Invitation To Bid (ITB) to enter into a contract with a contractor(s) **City Hall Wind Retrofit Project**

A copy of this ITB can be obtained from the City of South Bay website at www.southbaycity.com until the expiration date of this solicitation. It is incumbent upon the Respondent to check the website for additional information and/or addendums. Copies of this ITB can also be obtained from the City Clerk at City of South Bay, 335 SW 2nd Avenue, South Bay, FL 33493. If you have any questions, please call the contact identified below as it relates to your concern. Written questions regarding the substance of the ITB or scope of services must be submitted via e-mail to the City of South Bay contact listed prior to the deadline indicated below.

Responses are due prior to the deadline indicated above and must be delivered or mailed to the City of South Bay City Clerk's Office located at 335 SW 2nd Avenue, South Bay, FL 33493. Late responses will not be accepted – NO EXCEPTIONS.

2. DEFINITIONS

In this ITB the following definitions shall apply:

"City" means the City of South Bay;

"City Representative" has the meaning set out in section 2.2;

"City Website" means www.southbaycity.com

"Closing Time" has the meaning set out in section 2;

"Contract" means a formal written contract between the City and a Preferred Proponent to undertake the Services,

"Evaluation Team" means the team appointed by the City;

"Information Meeting" has the meaning set out in section 2.1;

"Preferred Proponent(s) " means the Proponent(s) selected by the Evaluation

Team to enter into negotiations for a Contract;

“Proponent ” means an entity that submits a Proposal;

“Proposal ” means a proposal submitted in response to this ITB;

“ITB” means Invitation To Bid;

“Services” has the meaning of any and all construction and administration work necessary to complete this project

“Site” means the place or places where the Services are to be performed; and

2.1 PROPOSAL SCHEDULE

Closing Time and Address For Proposal Delivery

Proposals must be received by the office of:

Office of the City Clerk

C/O Natalie Malone

335 SW 2nd Avenue

South Bay, Florida 33493

CONFIDENTIAL – DO NOT OPEN

Proposal Closing Date and Time: Tuesday, September 24, 2019 at 2:00 P.M. (local time). Submissions by fax [or email] will not be accepted.

2.1.1. INFORMATION MEETING

A mandatory information meeting (pre-proposal meeting) will be hosted by the City Representative to discuss the City’s requirements under this ITB (the “Information Meeting”) on Tuesday, September 10, 2019 at 10:00- 10:30 A.M. at City Hall, 335 SW 2nd Avenue, South Bay, Florida 33493. Attendance is mandatory for all Proponents; any proposal received that was not represented during the Information Meeting shall be disqualified.

LATE PROPOSALS

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time.

2.2. AMENDMENTS TO PROPOSALS

Proposals may be revised by written amendment, delivered to the location set out above, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided in the original proposals.

All inquiries related to this ITB should be directed in writing, via fax or e-mail to the person named below (the "City Representative"). Information obtained from any person or source other than the City Representative may not be relied upon.

City Representative: Ms. Dria Felton
Phone: 561 996-6751 ext. 129
Fax: 561 996 7950
Email: feltonp@southbaycity.com

Inquiries should be made no later than 7 days before Closing Time. The City reserves the right not to respond to inquiries made within 7 days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the City.

Proponents finding discrepancies or omissions in the Contract or ITB, meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this ITB, the City Representative will issue an addendum in accordance with section 2.3. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

2.3. ADDENDA

If the City determines that an amendment is required to this ITB, the City Representative will post a written addendum on the City Website at <http://www.southbaycity.com> (the "City Website") and upon posting will be deemed to form part of this ITB. No amendment of any kind to the ITB is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

2.4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Proponents will be deemed to have carefully examined the ITB, including all attached Schedules, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal with respect to any and all facts which may influence a Proposal.

STATUS INQUIRIES

All inquiries related to the status of this ITB, including whether or not a Contract has been awarded, should be directed to the City Website and not to the City Representative.

3. PROPOSAL SUBMISSION CONTENTS

3.1. PACKAGE

Proposals should be in a sealed package, marked on the outside with the Proponent's name, title of the Project and reference number.

3.2. FORM OF PROPOSAL

Proponents should complete the form of Proposal attached. Proponents are encouraged to use the form provided and attach additional pages as necessary. Proponents should also provide the requested information as listed in Section (b) as part of the proposal.

3.3. SIGNATURE

The legal name of the person or firm submitting the Proposal should be inserted in Schedule A. The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

(a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted;

(b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venture should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint

venture). If a partner or joint venture is a corporation then such corporation should sign as indicated in subsection (a) above; or

(c) If the Proponent is an individual, including a sole proprietorship, the name of the individual should be included.

4. EVALUATION AND SELECTION

4.1. EVALUATION TEAM

The evaluation of Proposals will be undertaken on behalf of the City by the Evaluation Team. The Evaluation Team may consult with others including City staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponent(s) to the City.

Proposal(s) that satisfy the minimum requirements will be scored as follows:

Letter of Introduction	5 points
Price Proposal	50 points
Experience	20 points
References	15 points
Local Preference Firm(s)	10 points

4.2. EVALUATION CRITERIA

The Evaluation Team will compare and evaluate all Proposals to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the City, using the following criteria:

(a) PRICE PROPOSAL

The City will consider the proponent's price proposal in terms of accuracy, completeness, value, local market and substantiated industry standards.

(b) EXPERIENCE

The City will consider the proponent's past experience in undertaking similar projects in type, scope, and budget. At a minimum, the proposal should contain the following information:

- **Business Organization** - State the full name, address, phone number and fax number of your business and whether you operate as an individual, partnership, or corporation. Also indicate if you are a female or minority owned and/or operated business.

- List of business's experience with federal, state or municipal programs pertaining to sidewalk replacement. If applicable, also identify other services performed for federal, state or municipal programs.
- Fee Schedule - Please state your standard fee schedule according to the standard formats of compensation.
- Proof of appropriate state certifications - Provide proof that you are licensed to operate in Florida and are lead certified.
- Management Summary - Include a brief narrative description of the proposed services that will be delivered and the equipment available to perform the services.
- Qualifications - Please indicate completed projects of similar nature. Also indicate a contact person for each reference cited.
- References - References from at least two (2) clients preferably municipalities for whom your company has completed sidewalk repair services within the last two (2) years. The references should include the name, address and telephone number of a contact person for each reference cited.
- List of firm's insurance policies, the insurer, policy numbers and amount pertaining to required services, including policies for sidewalk replacement services.

(c) FINANCIAL ABILITY AND RESOURCES

The Evaluation Team will consider the Proponent's organization financial ability and resources to carry out the project.

The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

4.3. LITIGATION

In addition to any other provision of this ITB, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.4. ADDITIONAL INFORMATION

(a) The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

(b) This project is funded through Palm Beach County's Department of Housing & Economic Sustainability with funds provided by the U. S. Department of Housing & Urban Development. This project requires compliance with the Davis-Bacon and Related Act whereby all laborers and mechanics are required to receive the prevailing wage rates as contained in the bid documents. All MBE's, WBE's, SBE's and Section 3 businesses are encouraged to participate in the project.

(c) Contract award shall be made to the lowest, responsive, responsible bidder.

4.5. NEGOTIATION OF CONTRACT AND AWARD

If the City selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) Enter into a Contract with the Preferred Proponent(s); or
- (b) Enter into discussions with the Preferred Proponent(s) to clarify any outstanding issues and Local work force participation. The Evaluation Team will consider the Proponent's organization ability to implement initiatives in compliance with section 3 Federal requirements for local employment, training and contracts with project area businesses. In addition, preference will be given to local South Bay firm(s). Attempt to finalize the terms of the Contract(s), including financial terms. If discussions are successful, the City and the Preferred Proponent(s) will finalize the Contract(s); or

- (c) If at any time the City reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the City may then either open discussions with another Proponent or terminate this ITB and retain or obtain the Services in some other manner.

The City is under no obligation to accept any Proposal submitted. The City reserves the right in its sole discretion to waive informalities in, or reject any or all Proposals, or to accept any Proposal deemed most favorable in the interest of the City, or cancel the competition at any time without award. Thereafter, the City may issue a new Invitation / Request, sole source or do nothing.

All costs incurred in the preparation and presentation of the proposal shall be wholly absorbed by the contractor. All supporting documentation and manuals submitted with this proposal will become the property of the City of South Bay unless otherwise requested by the contractor at the time of submission.

5. GENERAL CONDITIONS

5.1. NO CITY OBLIGATION

This ITB is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this ITB process.

5.2. PROPONENTS' EXPENSES

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this ITB.

5.3. NO CONTRACT

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

5.4. CONFLICT OF INTEREST

Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, Proponents should provide all pertinent information regarding ownership of their company within forty-eight (48) hours of the City's request.

5.5. SOLICITATION OF COMMISSION MEMBERS

Proponents and their agents will not contact any member of the City Commission or City staff with respect to this ITB at any time prior to the award of a contract or the termination of this ITB, and the City may reject the Proposal of any Proponent that makes any such contact.

5.6. CONFIDENTIALITY

All submissions become the property of the City and will not be returned to the Proponent. The City will hold all submissions in confidence unless otherwise required by law. Proponents should be aware the City is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of the State of Florida

6. SCOPE OF SERVICES

6.1 Services will include the installations of impact resistant windows and doors in the City of South Bay. Permits are required for all work. Permits can be obtained from the Building Department Office located at 335 SW 2nd Avenue, South Bay; FL. 33493. Contractors must register with the City of South Bay Building & Business Tax Department. Prices shall remain the same during the extended term.

6.2 Contractors will be responsible for any and all damage due to construction. Any damage caused by the contractor must be repaired within seven (7) to ten (10) working days at the expense of the contractor. Contractor will need to make sure that all trees, shrubs and signs are protected and not damaged during construction. If damage occurs, the contractor will be liable for such damages. The areas of improvements will be as indicated in the work order.

6.3 It is expressly agreed and understood that the Contractor is, in all respects, an independent contractor as to work; however, in certain aspects, the Contractor is bound to follow the directions of the City Manager or appointed designee at the time of repair and/or construction, and that the Contractor is in no respect an agent, servant or employee of the City.

6.4 The Contractor's timeliness and delivery of quality products shall be monitored by the City Manager or appointed designee. If at any time the Contractor is performing less than satisfactory work, the Contractor, upon notification by the City Manager or appointed designee, shall do whatever is necessary to perform the work properly at no additional cost to the City. Failure to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified. Failure to perform the work in the time specified in the work order will trigger liquidity damages of \$750/day.

6.5 The City of South Bay reserves the right to select the contractor which best meets the City's goals and objectives, needs, budget constraints, and quality levels, as well as its service level expectations. The City reserves the right, in its sole discretion, to reject any/or all proposals, to waive any irregularities and technical defects contained therein, to award the contract in its entirety, in part or not at all and/or to determine which proposal is the lowest and/or best to enter into a Contract, as it may deem to be in the best interest of the City of South Bay.

6.6 Specifications

The proposal is to protect all exterior openings from wind hazards by replacing all openings with impact-resistant products.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications, and all materials will be certified to meet wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacturer specifications.

The project shall provide protection against 163 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Doors and windows as outlined below:

Hurricane Impact Rated	TYPES	NUMBER
DOORS Varied Sizes	<ul style="list-style-type: none"> Exterior (dbl) Glassdoor (City Offices) 	1
	<ul style="list-style-type: none"> Exterior (dbl) wood with mirror tinted windows (Commission Chambers) with sidelights 	1
	<ul style="list-style-type: none"> Exterior (dbl) Glassdoor (Law Enforcement office) carded entry 	1
	<ul style="list-style-type: none"> Exterior rear (sgl) Steel w/window - (secured entry) 	2
	<ul style="list-style-type: none"> Exterior Steel no reentry (rear upstairs) 	1
	<ul style="list-style-type: none"> Exterior (sgl) wood door (secured entry) 	1
	<ul style="list-style-type: none"> Exterior Steel Service Door (no reentry) ancillary building 	1
	<ul style="list-style-type: none"> Exterior steel (ancillary building) 	1
WINDOWS Varied Sizes	<ul style="list-style-type: none"> Single hung hurricane resistant. Small missile and Large missile impact. +80/-90psf Large missile impact +80/-110psf Small missile impact Fiberglass mesh screens White Anodized Frame Picture window 	32

7. COMPLIANCE WITH APPLICABLE LAWS

All work shall conform to all applicable federal, state, county, and local requirements.

8. INSURANCE REQUIREMENTS

8.1 The selected service provider shall agree to indemnify and hold harmless the City of South Bay and its officers, agents, and employees from any and all claims, causes, or actions, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of the City of South Bay or its officers, agents, or employees in connection with said contract.

8.2 The City will require proof of professional liability insurance with errors and omissions coverage, workers compensation insurance, general liability and automobile insurance with companies authorized to do business in Palm Beach County, Florida, and in amounts satisfactory to the City.

8.3 The successful Contractor, within ten days after the contract award, shall furnish the City with proof of insurance as stated.

8.4 The City of South Bay shall be named as additional insured on all policies as directed. Should any insurance required by this contract lapse, the Contractor shall immediately cease any operations until authorized in writing by the City. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.

9. AGREEMENT/EXCEPTIONS

9.1 Submission of a proposal indicates the Contractor agrees to the terms, conditions and other provisions contained in the RFP, unless the Contractor clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.

9.2 Exceptions presented in a proposal are not to be considered incorporated into the contract between the City of South Bay and the selected Contractor unless and until the City agrees to accept such exceptions.

9.3 The selected Contractor must acknowledge and agree that the contract resulting from this ITB includes the terms, conditions, and other provisions contained in the ITB, the proposal selected (including any exceptions accepted by the City) which is acceptable to the City and is not in conflict or contravention of the ITB, and any other documents mutually agreed upon by the City and selected Contractor.

9.4 No oral statements or any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the ITB or the resulting contract.

9.5 A formal contract will be negotiated after the selection of a contractor for the services identified in the scope of services by the City of South Bay.

9.6 The contractor shall not assign the contract or any part thereof to any other person unless such assignment is first approved in writing by the City of South Bay, it being understood that the contract shall not be assignable unless the proposed assignee is acceptable to the municipality. The request for assignment

must include evidence that the proposed assignee qualifies under all requirements of the contract and must be addressed as defined in the contract for services.

9.7 A provision to the effect that the municipality, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contractor, for the purpose of making audit, examination, excerpts and transcriptions. The City of South Bay shall require contractors to maintain all required records for five (5) years after the City of South Bay makes final payments and all other pending matters are closed.

10. PROPOSAL SUBMITTAL

One original plus five (5) copies for a total six (6) of the entire bid package must be submitted to the City of South Bay as follows:

City of South Bay City Clerk's Office 335 SW 2nd Avenue, City of South Bay, FL.
33493

Proposals must be received in the City Clerk's Office for it to be considered in the ITB review process.

There shall be no aggregate limitation to the coverage provided under any of the insurance sections stated.

A. Contractor's and Sub-Contractor's Insurance

The Contractor shall not be awarded work under this contract unless the insurance required under this section has been obtained. The Contractor shall not permit any sub-contractor to commence work on a sub-contract unless like insurance has been obtained by the sub-contractor. The insurance required shall contain a thirty (30) day written notice to the City of South Bay, c/o Project Manager, Parks and Recreation, 335 SW 2nd Avenue, South Bay, FL 33493 of cancellation, non-renewal or material change in coverage. The Contractor will provide a current Certificate of Insurance.

B. Worker's Disability Compensation Insurance

The Contractor shall procure and maintain during the life of this contract Worker's Disability Compensation Insurance as required by law for all of his/her employees to be engaged in work on the project under this contract, and in case any such work is sub-let, the Contractor shall require the sub-contractor

similarly to provide Worker's Disability Compensation Insurance for all of the latter's employees to be engaged in such work in the statutory amount required.

C. Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this contract, Contractor's Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, each occurrence and Contractor's Property Damages Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

D. Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this contract, Motor Vehicle Bodily Injury Insurance (comprehensive form) in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence, and property damage in an amount of not less than One million Dollars (\$1,000,000.00) for each occurrence. The Contractor shall procure and maintain, during the life of this contract, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death, to each person; and in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence.

E. Owner's and Contractor's Protective Public Liability and Property Damage Insurance

The Contractor shall procure and maintain, during the life of this contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance in the name of the City in an amount of not less than One Million Dollars (\$1,000,000.00) for injuries, including accidental death for each occurrence and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) for each occurrence. Such insurance shall include motor vehicle exposure.

F. City of South Bay as Additional Insured

The City of South Bay, including elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, shall be named specifically as an

Additional Insured with respect to the operations of the Contractor and/or sub-contractor for the City of South Bay and a copy of an Endorsement to this effect shall be supplied for each policy involved.

SPECIFICATIONS AND DRAWINGS

1) The Contractor shall be responsible for the erection and maintenance of facilities, safety precautions and control measures for the complete time of completion of City Hall Wind Retrofit Project as outlined in the Bid Specifications. During the construction period, the work area shall be secured and adequate warning notices to the public must be erected to ensure the safety of the public.

2) The Contractor is solely responsible for safety in all project areas. The Contractor shall erect such barricades and provide other control measures that may be necessary to ensure the safety of the public.

{Remainder of page intentional left blank}

INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT (Return this statement on company letterhead with your proposal)

KNOW ALL MEN BY THESE PRESENTS:
That _____ (Contractor/Company) By and through the undersigned _____ (Individual), Its _____ (Title), respectively, agrees to indemnify and hold harmless the City of South Bay, a Florida Municipal Corporation, 335 SW 2nd Avenue, South Bay Fl 33493 (hereinafter "City"), its Commissioners, administrators, employees, attorneys, affiliates, successors and assigns from any and all liability arising, directly or indirectly, from the following activity:

All contract related work in the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the City, its Commission, officers,

administrators, employees, attorneys, affiliates, successors and assigns by virtue of the above- referenced activity, hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and pay all costs, charges, attorney fees and any other expenses related thereto. Notwithstanding the foregoing, this Indemnification, Defend and Hold Harmless Agreement exclude the sole acts and/or the sole omissions to act on the part of the City of South Bay.

(Signature of person submitting bid)

Subscribed and sworn this _____ day of _____, 2019 before me, a Notary Public in and for said County.

Notary Public

My Commission Expires:

NON-COLLUSION AFFIDAVIT (Return this statement on company letterhead with your proposal)

_____ being duly sworn deposes and says:

That he/she is _____ (State official capacity in firm) The party making the foregoing proposal or bid, that such bid is genuine

and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure the advantage against the City of South Bay or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

(Signature of person submitting bid)

Subscribed and sworn this _____ day of _____, 2019 before me, a Notary Public in and for said County.

Notary Public

My Commission Expires:



EXHIBIT "B"
CONTRACTOR'S RESPONSE FOR
CONSTRUCTION SERVICES - 2 SBW AND
ASSOCIATES INC. CITY HALL WIND
RETROFIT PROPOSAL





“BUILDING FOR A BETTER 2MORROW”

GENERAL CONTRACTORS & CONSTRUCTION MANAGEMENT

City Hall Wind Retrofit Project

ITB NO: 2019-06

Original



...building for a better 2morrow

141 Dabou Loop
Belle Glade, FL 33430
O: 561.992-0306 E: 2-sbw@2-sbw.com

DATE: September 19, 2019
PROPOSAL # Wind Retro 0010

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

PROPOSAL VALID UNTIL: October 19, 2019
PREPARED BY: 2 SBW

COMMENTS OR SPECIAL INSTRU: City Hall Wind Retrofit Bid Summary

DESCRIPTION	
Install (9) Exterior And Interior Hollow Metal Doors	\$38,200.00
Install (32) Exterior Impact Resistant Windows (Includes Stucco & Bands)	\$50,800.00
Equipment, Material And Permitting	\$6,000.00
*Profit And Overhead Included	
TOTAL COST	\$95,000.00

THANK YOU FOR THIS OPPORTUNITY!

Licensed Insured General Contractors
CGC-1517064



...building for a better 2morrow

141 Dabou Loop
Belle Glade, FL 33430
O: 561.992-0306 E: 2-sbw@2-sbw.com

DATE: September 19, 2019
DRAW SCHEDULE: Wind Retro 0011

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

PREPARED BY: 2 SBW

DRAW SCHEDULE

DESCRIPTION	
30% MOBILIZATION DRAW (DUE UPON SIGNING OF CONTRACT)	\$28,500.00
30% DRAW #1	\$28,500.00
20% DRAW #2	\$19,000.00
20% FINAL DRAW (DUE UPON ACCEPTANCE BY OWNER)	\$19,000.00
TOTAL COST	\$95,000.00

THANK YOU FOR THIS OPPORTUNITY!

**Licensed Insured General Contractors
CGC-1517064**



...building for a better 2morrow

141 Dabou Loop • Belle Glade, FL 33430 • Phone (561) 992-0306 • Fax (561) 992-0308
Website: www.s-sbw.com Email: 2-SBW@2-SBW.com

September 19, 2019

Re: 2 SBW & Associates Inc. Introductory Portfolio

Evaluation Team,

Please allow this opportunity for us to introduce you to our firm and the services that we provide. We look forward to being the triumphant bidder for your City Hall Wind Retrofit Bid ITB 2019-06.

2 SBW & Associates, Inc. is the only privately-owned Minority and Small Business Enterprise General Contractor and Construction Management firm located in Western Palm Beach County, Florida. Our company has been in operation since 2007 and is comprised of licensed and insured General and Building Contractors. Our agency consists of professional, diverse, knowledgeable, efficient and highly qualified management and support staff with over thirty years of professional industry experience.

2 SBW & Associates Inc. offers every trade in the construction industry and provides our clientele with an exemplary level of services. Our level of expertise includes, but is not limited to, Commercial, Education K-12, Colleges/Universities, Municipalities and Residential construction. Our trade specialties are demolition, acoustical ceilings, rough carpentry, painting, window/door installation, interior/exterior framing and pre/post construction cleaning.

In constructing our projects, we provide cost feasibility, environment-friendly designs, energy efficiency and neighborhood compatibility. We complete all of our projects within budget and on time. We assure that all key project personnel has the appropriate licenses, registrations and certifications as required by regulating governances and project specifications. Our professionalism and dedication to our clientele are the qualities that truly validate us most. At 2 SBW & Associates Inc., it is not just about getting the job done right and on time, but most importantly, it is about making the entire process hassle-free and elevate the experience.

2 SBW & Associates, Inc., takes pride in our commitment to comply with all HUD, federal, state and local laws, regulations and building codes. We are proud to be a fully compliant Section 3 qualified General Contractor that is committed to hiring locally. When contracted for a project, we make sure that 30% of our aggregate number of new hires is comprised of residents from the local community, enabling them to re-invest in their community stimulating their local economy.

As we build for a better 2morrow, we are committed to developing mutually beneficial business relationships, making positive community investments and bridging gaps, enabling us to better serve our clients' needs and collectively ensuring opportunities for a better 2morrow.

We thank you for allowing us to acclimate you to our firm. We appreciate the opportunity to serve as your General Contractor/Construction Management firm for your City Hall Wind Retrofit Bid. We simply want to say, "Thank You"!

With Sincere Appreciation,

Javin L. Walker

Javin L. Walker, President

Licensed, Bonded & Insured General Contractors
CGC-1517064



...building for a better 2morrow

141 Dabou Loop • Belle Glade, FL 33430 • Phone (561) 992-0306 • Fax (561) 992-0308
Website: www.s-sbw.com Email: 2-SBW@2-SBW.com

CAPABILITY STATEMENT

CORPORATE OVERVIEW

2 SBW & Associates, Inc. (S-Corporation) has been in operation since 2007 and is headquartered in Belle Glade, Florida with field offices in Rivera Beach and Okeechobee, Florida. 2 SBW & Associates, Inc. has bonding capacity.

SERVICES

2 SBW & Associates, Inc is a privately-owned General Contractor and Construction Management company located in Western Palm Beach County. 2 SBW & Associates, Inc is comprised of licensed, bonded, insured and experienced General and Building Contractors. The company encompasses a professional and experienced workforce with over thirty (30) years of professional experience.

2 SBW & Associates, Inc. specializes in Design Build, Turnkey, K-12, University/College, Municipal, Commercial, Residential, Industrial, Disaster Relief and Wind Mitigation Construction and Renovations, Estimating and Analysis, Demolition, Construction and Project Management.

TRADE SPECIALITIES

Acoustical Ceilings, Carpentry, Painting, Int/Ext Framing, Window/Door Installation and Pre/Post Construction Cleaning

DUNS

003207136

PRIMARY NAICS CODES

236110, 236115, 236116, 236117, 236118, 236220

CLIENTELE

Haagen Dazs
City of Labelle
City of West Palm Beach
Palm Beach County Dept. of Economic Sustainability
Pahokee Housing Authority
Palm Beach County Housing Authority
Townstar /Subway

Bank of Belle Glade
City of South Bay
State of Florida Dept. of Children & Families
GEO Group Inc.
Lutheran Services of Florida
Palm Beach County School Board
Ballpark of the Palm Beaches

PAST PERFORMANCE

Amelia Gardens (Infrastructure)
GEO Correctional Facility Metal Building
Pahokee Housing Authority
Sellew Excel Charter School
South Bay Villas Rehabilitation Phase I
Rosenwald Elementary School

City of South Bay Commerce Center
HUD Housing
Palm Beach Outlets
South Bay Infill Housing
Timber Trace Elementary School
Watson B. Duncan Middle School

CERTIFICATIONS

State Certified General/Building Contractor
Certified Section 3
City of West Palm Beach (SBE)
South Florida Water Management (SBE)

State of Florida Office of Supplier Diversity (M/WBE)
Broward County School District (M/WBE)
Palm Beach County (SBE)
Palm Beach County School District (M/WBE-SBE)

AFFILIATIONS

Associated General Contractors of America (Florida East Coast Chapter)
Building Trades Association

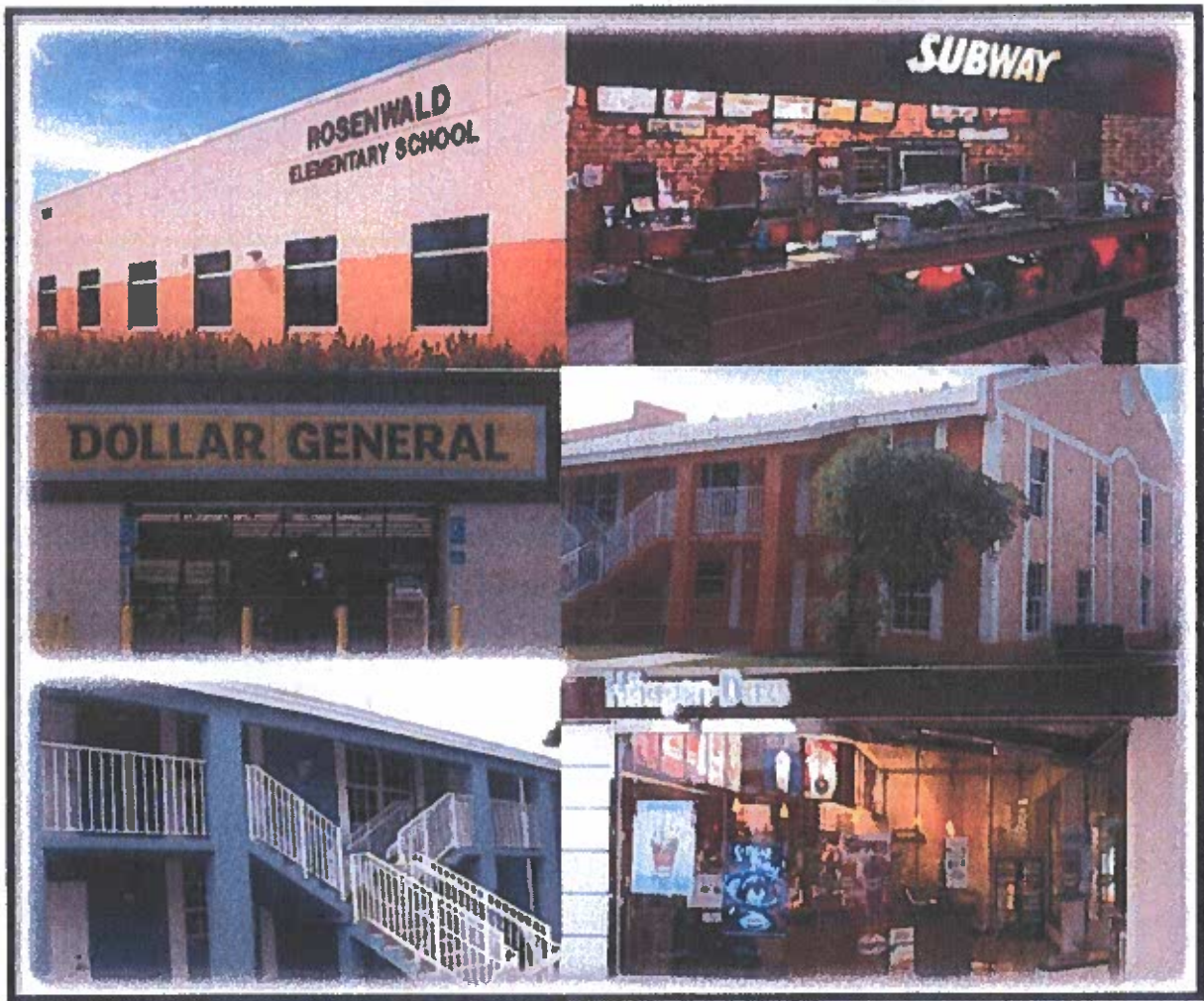
Licensed, Bonded & Insured General Contractors
CGC-1517064



...building for a better 2morrow

141 Dabou Loop • Belle Glade, FL 33430 • Phone (561) 992-0306 • Fax (561) 992-0308
Website: www.s-sbw.com Email: 2-SBW@2-SBW.com

2 SBW GENERAL CONTRACTING,
REMODERNIZATION & DEMOLITION PROJECTS



SERVICES

2 SBW & Associates, Inc., specializes in Design Build, Turnkey, K-12, University/College, Municipal, Commercial, Residential, Industrial, Disaster Relief and Wind Mitigation Construction and Renovations, Estimating and Analysis, Demolition, Construction and Project Management.

TRADE SPECIALITIES

Acoustical Ceilings, Carpentry, Painting, Interior Framing, Exterior Framing and Pre/Post Construction Cleaning

Licensed, Bonded & Insured General Contractors
CGC-1517064



O: (561) 992-0306
2-SBW@2-SBW.COM
WWW.2-SBW.COM

141 Dabou Loop, Belle Glade, FL 33430

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INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT (Return this statement on company letterhead with your proposal)

KNOW ALL MEN BY THESE PRESENTS: That "2" SBW & Associates Inc. (Contractor/Company) By and through the undersigned Javin L. Walker (Individual), Its President (Title), respectively, agrees to indemnify and hold harmless the City of South Bay, a Florida Municipal Corporation, 335 SW 2nd Avenue, South Bay Fl 33493 (hereinafter "City"), its Commissioners, administrators, employees, attorneys, affiliates, successors and assigns from any and all liability arising, directly or indirectly, from the following activity:

All contract related work in the event any suit, proceeding, claim, loss, damage, cost, charge or expense shall be brought against the City, its Commission, officers,

administrators, employees, attorneys, affiliates, successors and assigns by virtue of the above- referenced activity, hereby covenants and agrees to assume the defense thereof and defend the same at its own expense and pay all costs, charges, attorney fees and any other expenses related thereto. Notwithstanding the foregoing, this Indemnification, Defend and Hold Harmless Agreement exclude the sole acts and/or the sole omissions to act on the part of the City of South Bay.

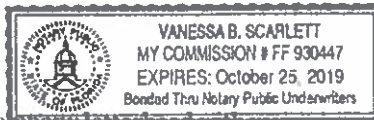
[Handwritten Signature]

(Signature of person submitting bid)

Subscribed and sworn this 20th day of September, 2019 before me, a Notary Public in and for said County.

Notary Public *[Handwritten Signature]*

My Commission Expires: October 25, 2019



NON-COLLUSION AFFIDAVIT (Return this statement on company letterhead with your proposal)

Javin L. Walker being duly sworn deposes and says:

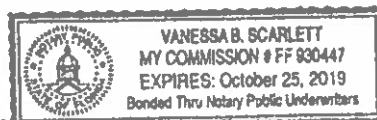
That he/she is President (State official capacity in firm) The party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price or that of any other bidder, or to secure the advantage against the City of South Bay or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

(Signature of person submitting bid) *[Handwritten Signature]*

Subscribed and sworn this 20th day of September, 2019 before me, a Notary Public in and for said County.

Notary Public *[Handwritten Signature]*

My Commission Expires: October 25, 2019





...building for a better 2morrow

141 Dabou Loop
Belle Glade, FL 33430
O: 561.992-0306 E: 2-sbw@2-sbw.com

DATE: September 19, 2019
PROPOSAL # Door #1

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

PROPOSAL VALID UNTIL: October 19, 2019
PREPARED BY: 2 SBW

COMMENTS OR SPECIAL INSTRU: DOOR #1

DESCRIPTION	
Remove Existing Exterior Door, Threshold And Hardware	
Install New Hurricane Resistant Double Hollow Metal Door	
Install New Door Hardware	
Install New Door Threshold	
TOTAL COST	\$5,340.00

THANK YOU FOR THIS OPPORTUNITY!

Licensed Insured General Contractors
CGC-1517064





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141 Dabou Loop
Belle Glade, FL 33430
O: 561.992-0306 E: 2-sbw@2-sbw.com

DATE: September 19, 2019
PROPOSAL # Door #2

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

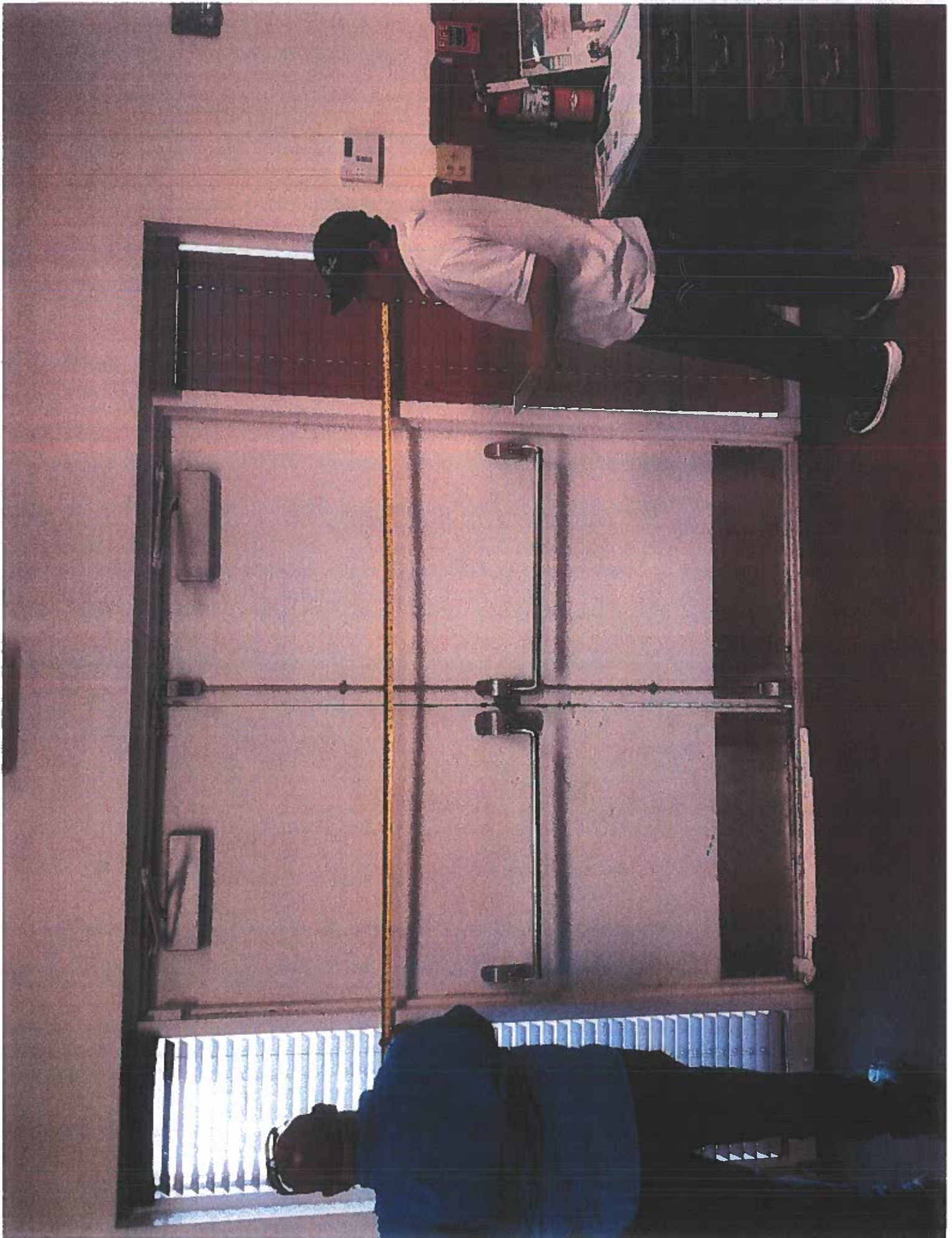
PROPOSAL VALID UNTIL: October 19, 2019
PREPARED BY: 2 SBW

COMMENTS OR SPECIAL INSTRU: DOOR #2

DESCRIPTION	
Remove Existing Exterior Door, Threshold And Hardware Install New Hurricane Resistant Double Hollow Metal Door Install New Door Hardware Install New Door Threshold *Sidelites Will Remain Unless Noted By City	
TOTAL COST	\$5,820.00

THANK YOU FOR THIS OPPORTUNITY!

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CGC-1517064**





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141 Dabou Loop
Belle Glade, FL 33430
O: 561.992-0306 E: 2-sbw@2-sbw.com

DATE: September 19, 2019
PROPOSAL # Door #3

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

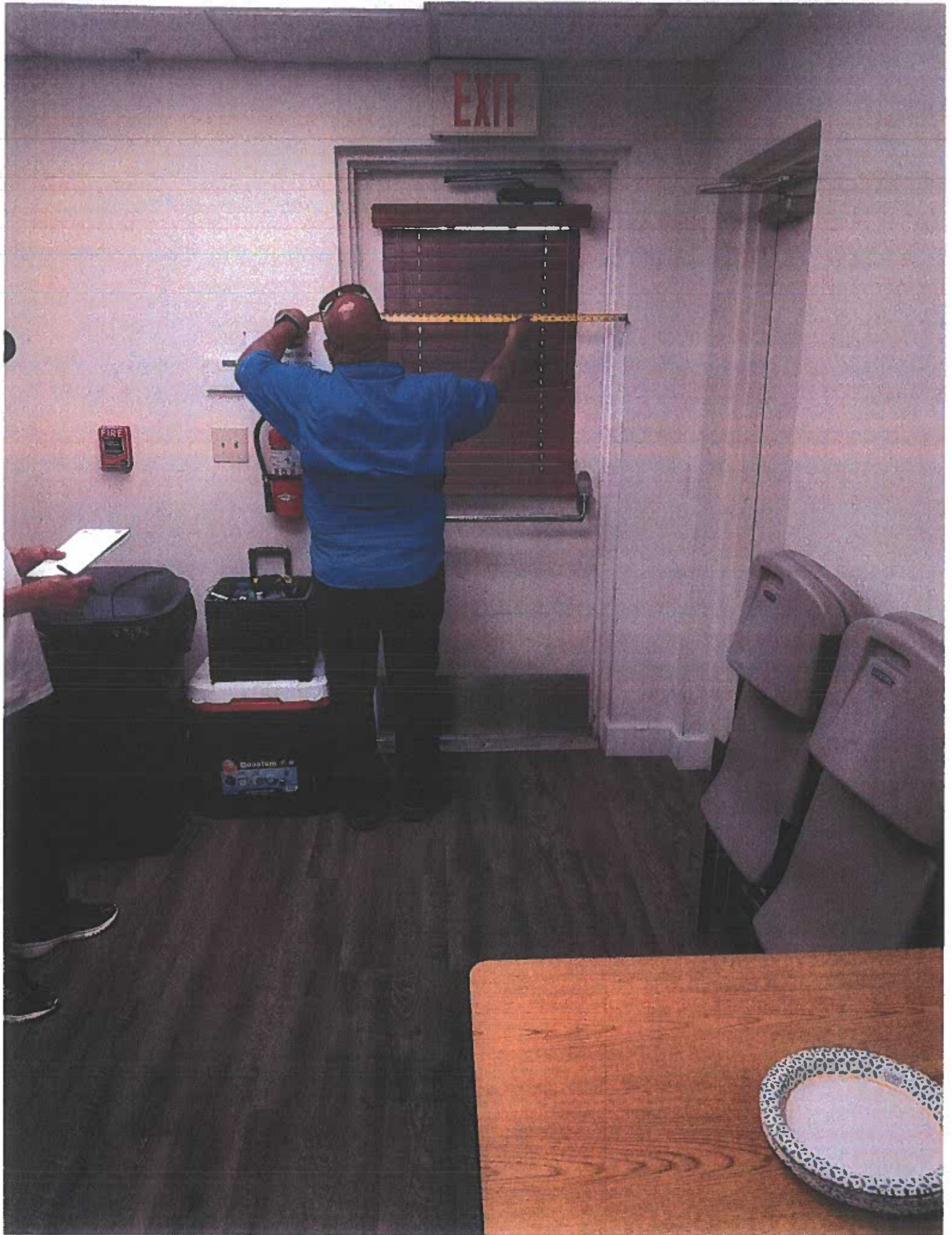
PROPOSAL VALID UNTIL: October 19, 2019
PREPARED BY: 2 SBW

COMMENTS OR SPECIAL INSTRU: DOOR #3

DESCRIPTION	
Remove Existing Exterior Door, Threshold And Hardware	
Install New Hurricane Resistant Hollow Metal Door	
Install New Door Hardware	
Install New Door Threshold	
TOTAL COST	\$3,900.00

THANK YOU FOR THIS OPPORTUNITY!

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Belle Glade, FL 33430
O: 561.992-0306 E: 2-sbw@2-sbw.com

DATE: September 19, 2019
PROPOSAL # Door #4

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

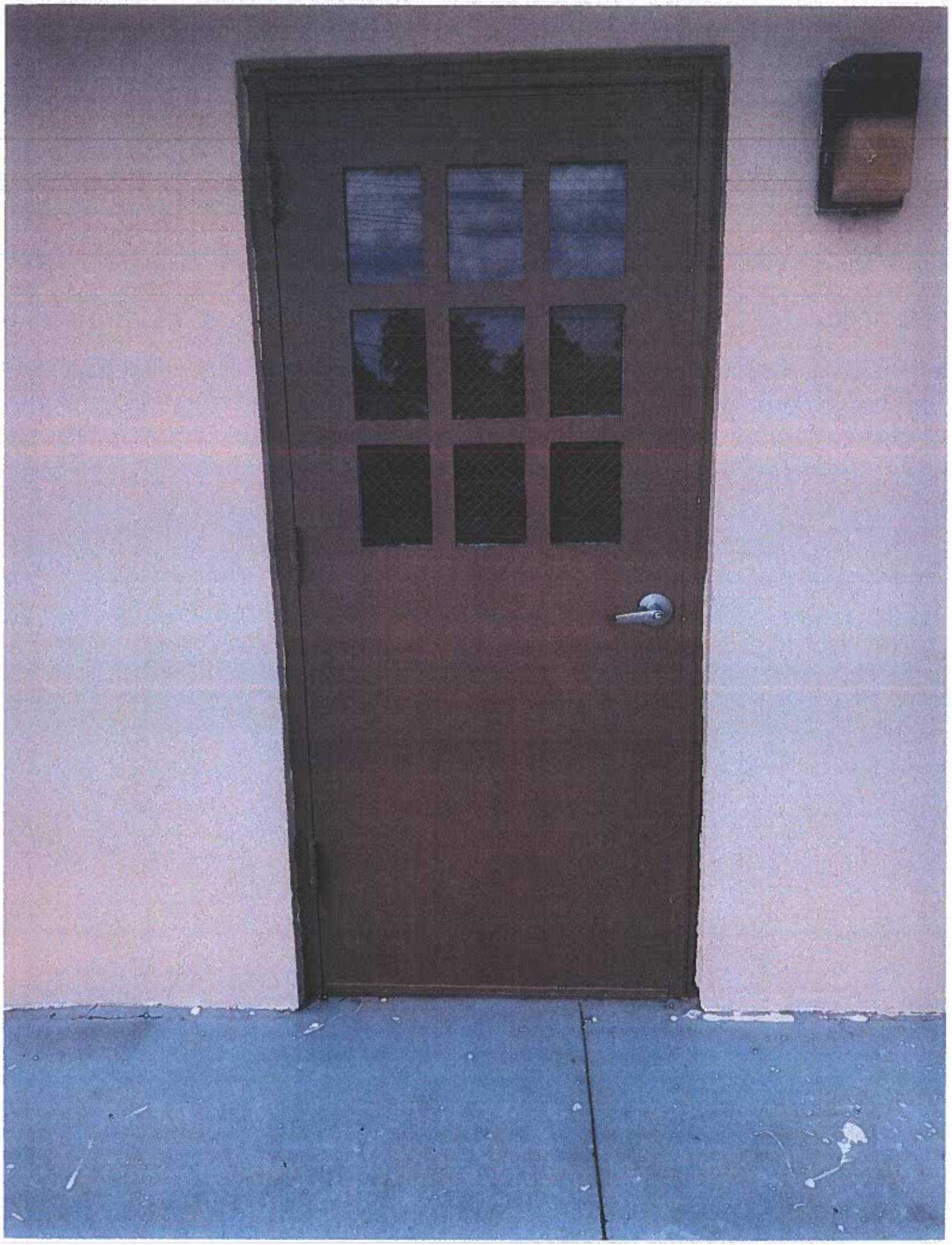
PROPOSAL VALID UNTIL: October 19, 2019
PREPARED BY: 2 SBW

COMMENTS OR SPECIAL INSTRU: DOOR #4

DESCRIPTION	
Remove Existing Exterior Door, Threshold And Hardware Install New Hurricane Resistant Hollow Metal Door Install New Door Hardware Install New Door Threshold	
TOTAL COST	\$3,900.00

THANK YOU FOR THIS OPPORTUNITY!

**Licensed Insured General Contractors
CGC-1517064**





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Belle Glade, FL 33430
O: 561.992-0306 E: 2-sbw@2-sbw.com

DATE: September 19, 2019
PROPOSAL # Door #5

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

PROPOSAL VALID UNTIL: October 19, 2019
PREPARED BY: 2 SBW

COMMENTS OR SPECIAL INSTRU: DOOR #5

DESCRIPTION	
Remove Existing Exterior Door, Threshold And Hardware Install New Hurricane Resistant Hollow Metal Door Install New Door Hardware Install New Door Threshold	
TOTAL COST	\$2,700.00

THANK YOU FOR THIS OPPORTUNITY!

**Licensed Insured General Contractors
CGC-1517064**





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141 Dabou Loop
Belle Glade, FL 33430
O: 561.992-0306 E: 2-sbw@2-sbw.com

DATE: September 19, 2019
PROPOSAL # Door #6

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

PROPOSAL VALID UNTIL: October 19, 2019
PREPARED BY: 2 SBW

COMMENTS OR SPECIAL INSTRU: DOOR #6

DESCRIPTION	
Remove Existing Exterior Door, Threshold And Hardware	
Install New Hurricane Resistant Hollow Metal Door	
Install New Door Hardware	
Install New Door Threshold	
TOTAL COST	\$8,580.00

THANK YOU FOR THIS OPPORTUNITY!

**Licensed Insured General Contractors
CGC-1517064**





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141 Dabou Loop
Belle Glade, FL 33430
O: 561.992-0306 E: 2-sbw@2-sbw.com

DATE: September 19, 2019
PROPOSAL # Door #7

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

PROPOSAL VALID UNTIL: October 19, 2019
PREPARED BY: 2 SBW

COMMENTS OR SPECIAL INSTRU: DOOR #7

DESCRIPTION	
Remove Existing Interior Door And Hardware Install New Hollow Metal Door Install New Door Hardware Install New Door Threshold	
TOTAL COST	\$1,800.00

THANK YOU FOR THIS OPPORTUNITY!

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CGC-1517064





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141 Dabou Loop
Belle Glade, FL 33430
O: 561.992-0306 E: 2-sbw@2-sbw.com

DATE: September 19, 2019
PROPOSAL # Door #8

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

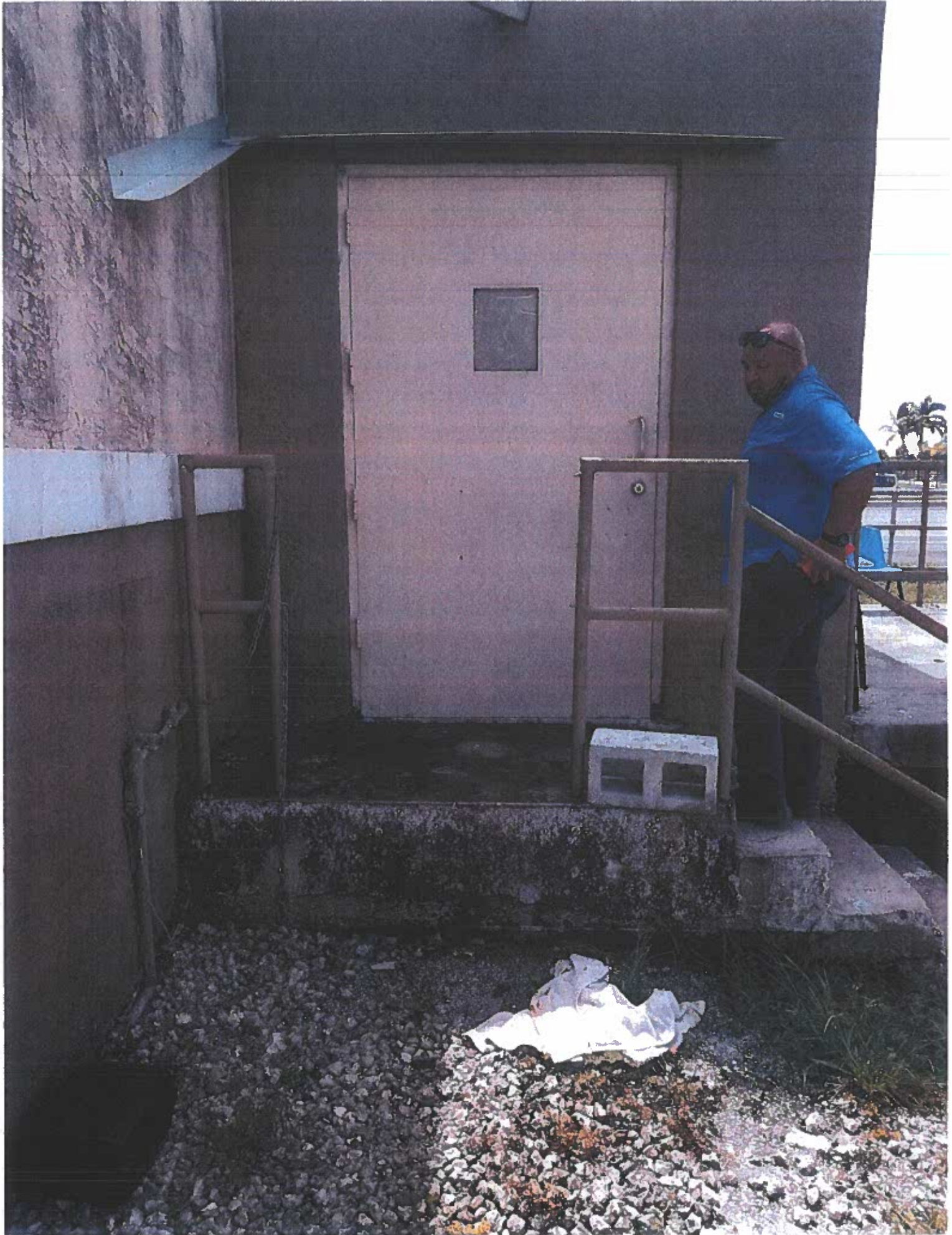
PROPOSAL VALID UNTIL: October 19, 2019
PREPARED BY: 2 SBW

COMMENTS OR SPECIAL INSTRU: DOOR #8

DESCRIPTION	
Remove Existing Exterior Door , Threshold And Hardware Install New Hurricane Resistent Hollow Metal Door Install New Door Hardware Install New Door Threshold *Door Frames May Need To Be Replaced	
TOTAL COST	\$2,820.00

THANK YOU FOR THIS OPPORTUNITY!

Licensed Insured General Contractors
CGC-1517064





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141 Dabou Loop
 Belle Glade, FL 33430
 O: 561.992-0306 E: 2-sbw@2-sbw.com

DATE: September 19, 2019
 PROPOSAL # Door #9

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

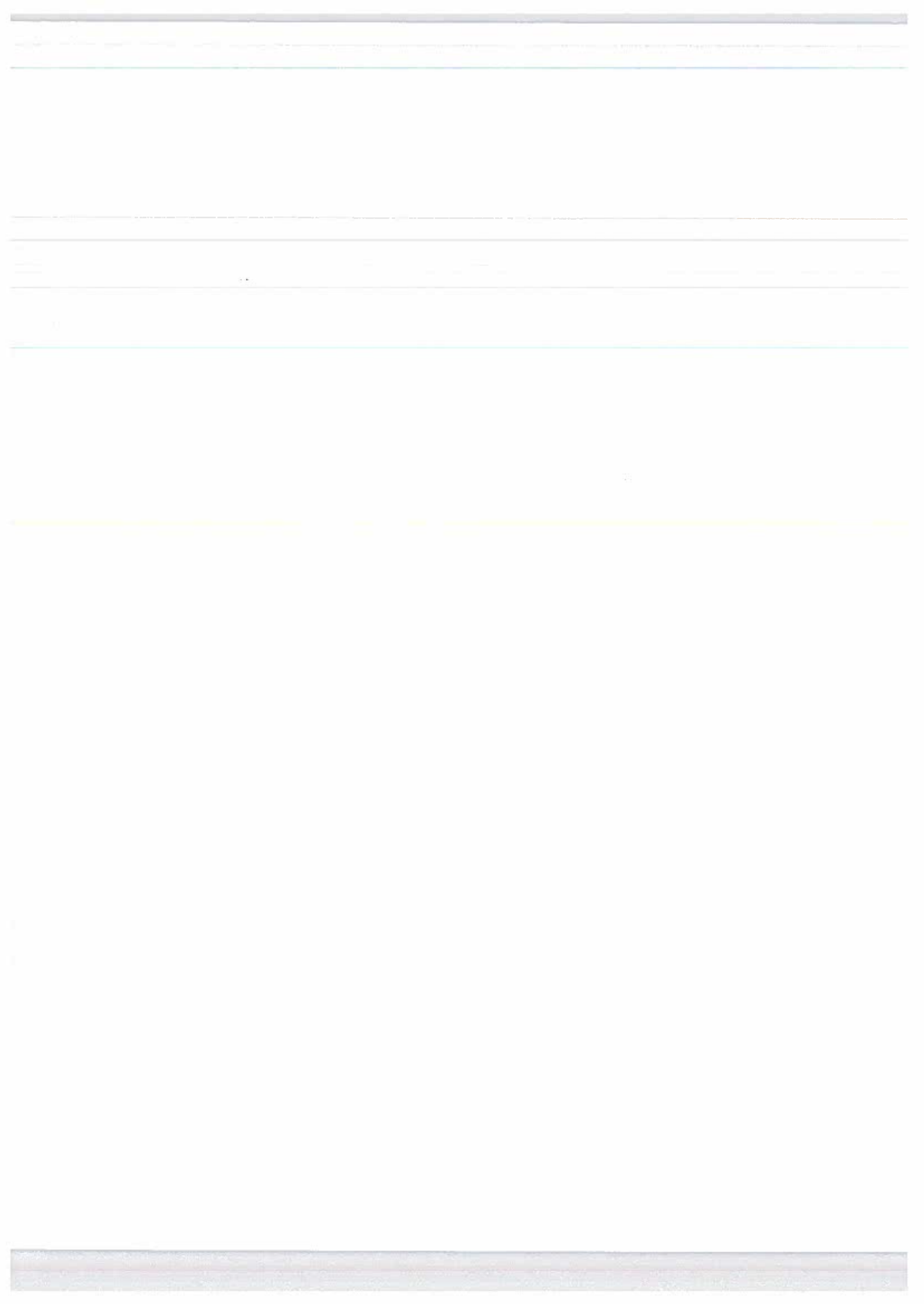
PROPOSAL VALID UNTIL: October 19, 2019
PREPARED BY: 2 SBW

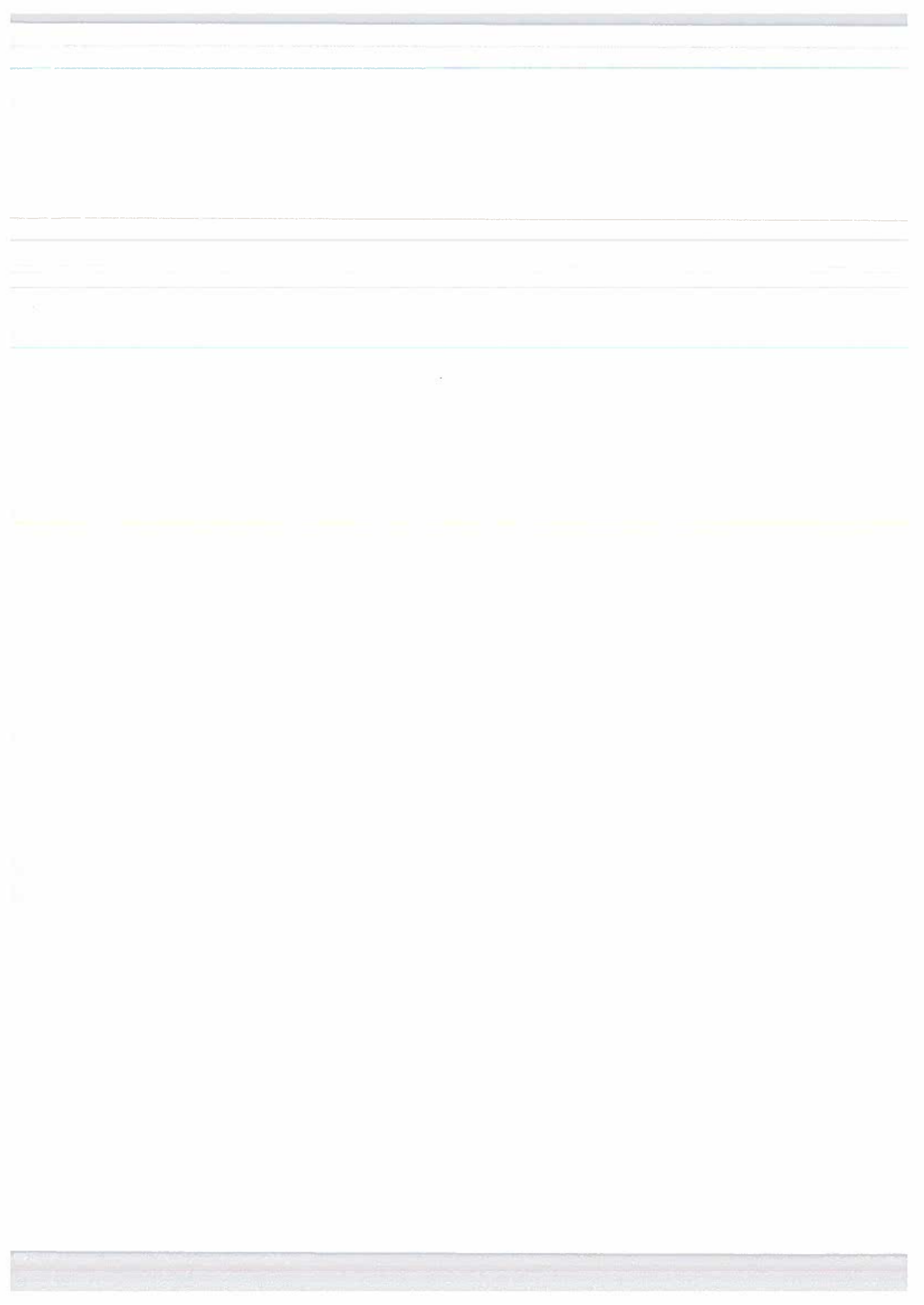
COMMENTS OR SPECIAL INSTRU: DOOR #9

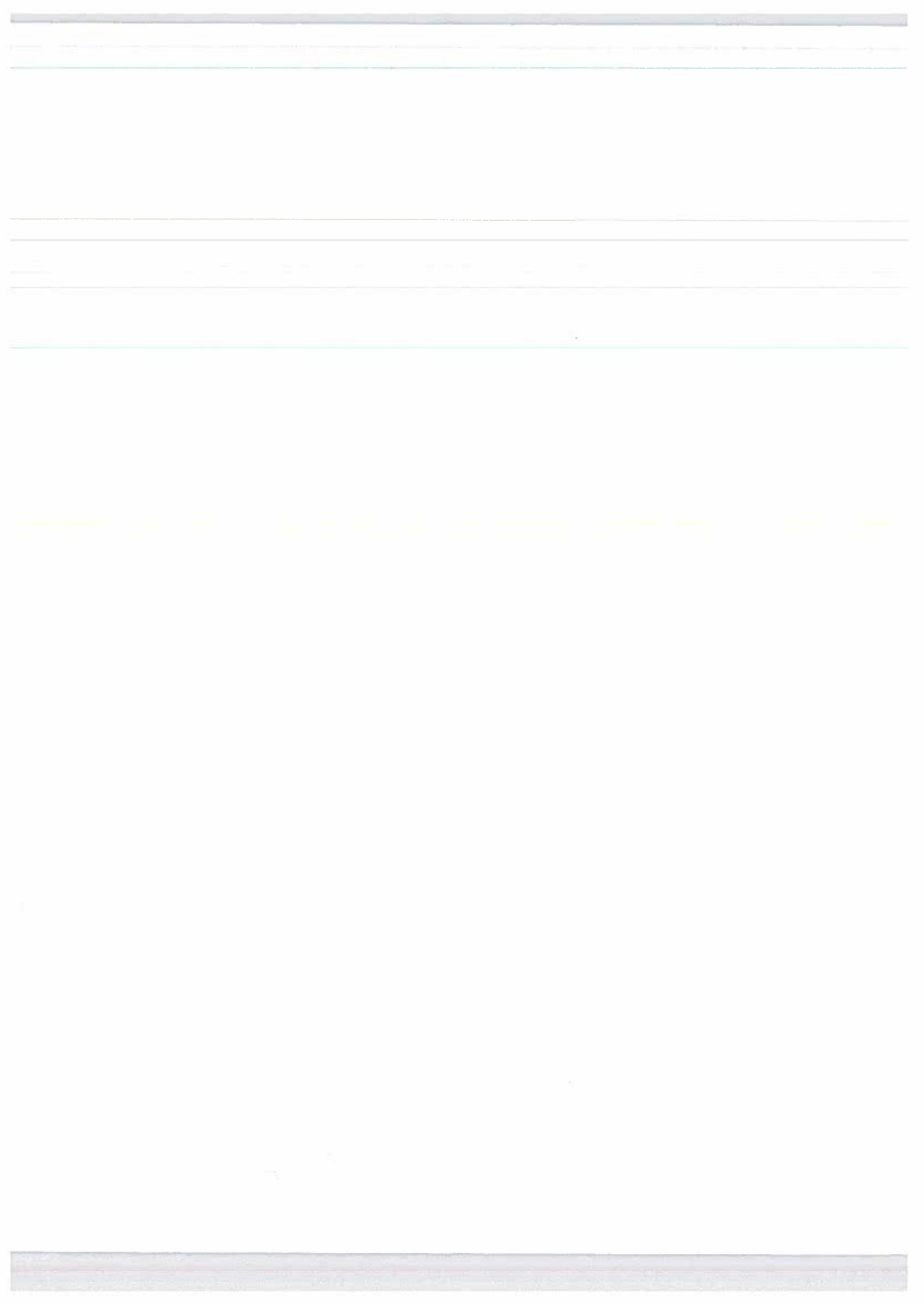
DESCRIPTION	
Remove Existing Exterior Door, Threshold And Hardware Install New Hurricane Resistant Hollow Metal Door Install New Door Hardware Install New Door Threshold *Door Frames May Need To Be Replaced	
TOTAL COST	\$3,340.00

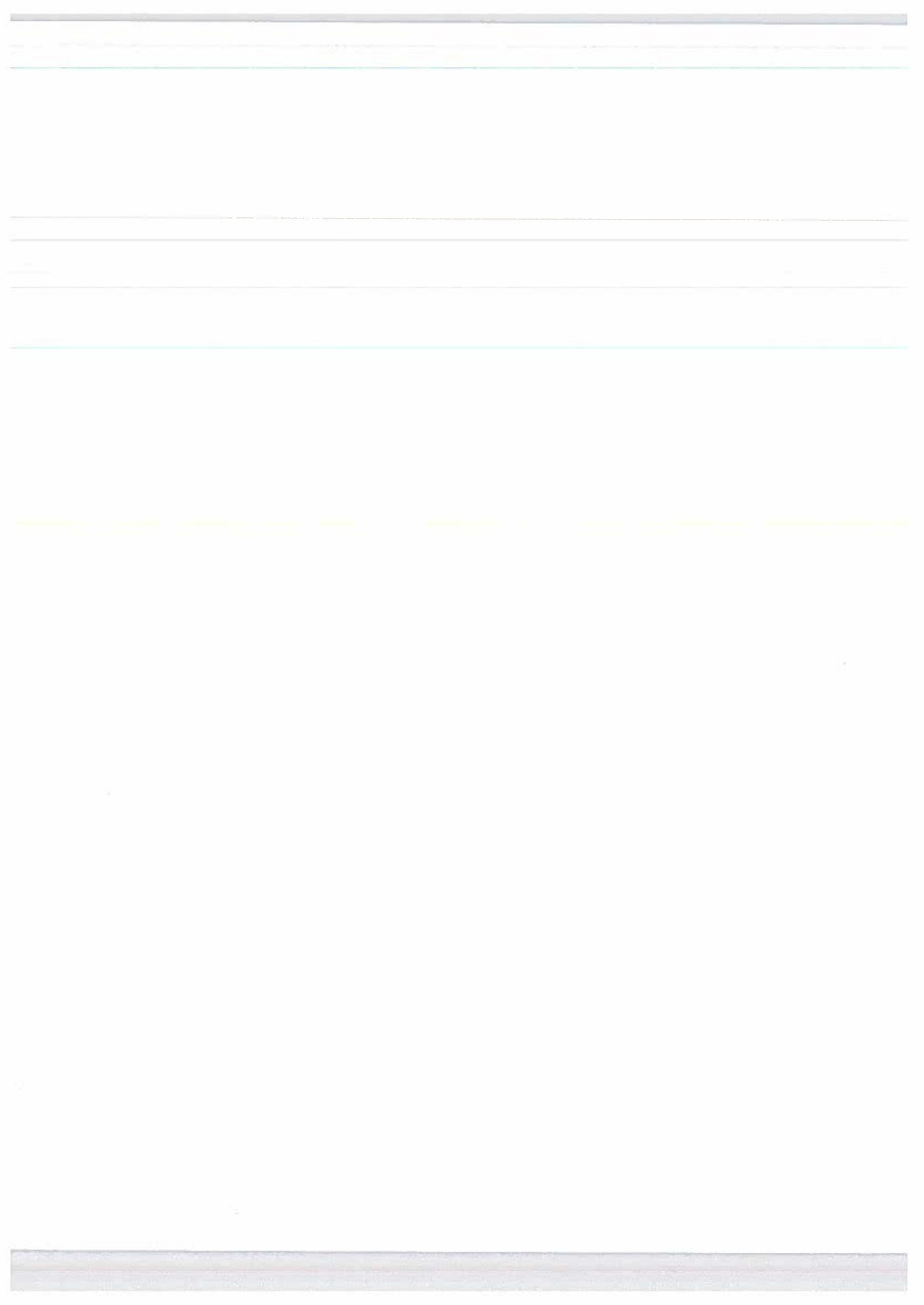
THANK YOU FOR THIS OPPORTUNITY!

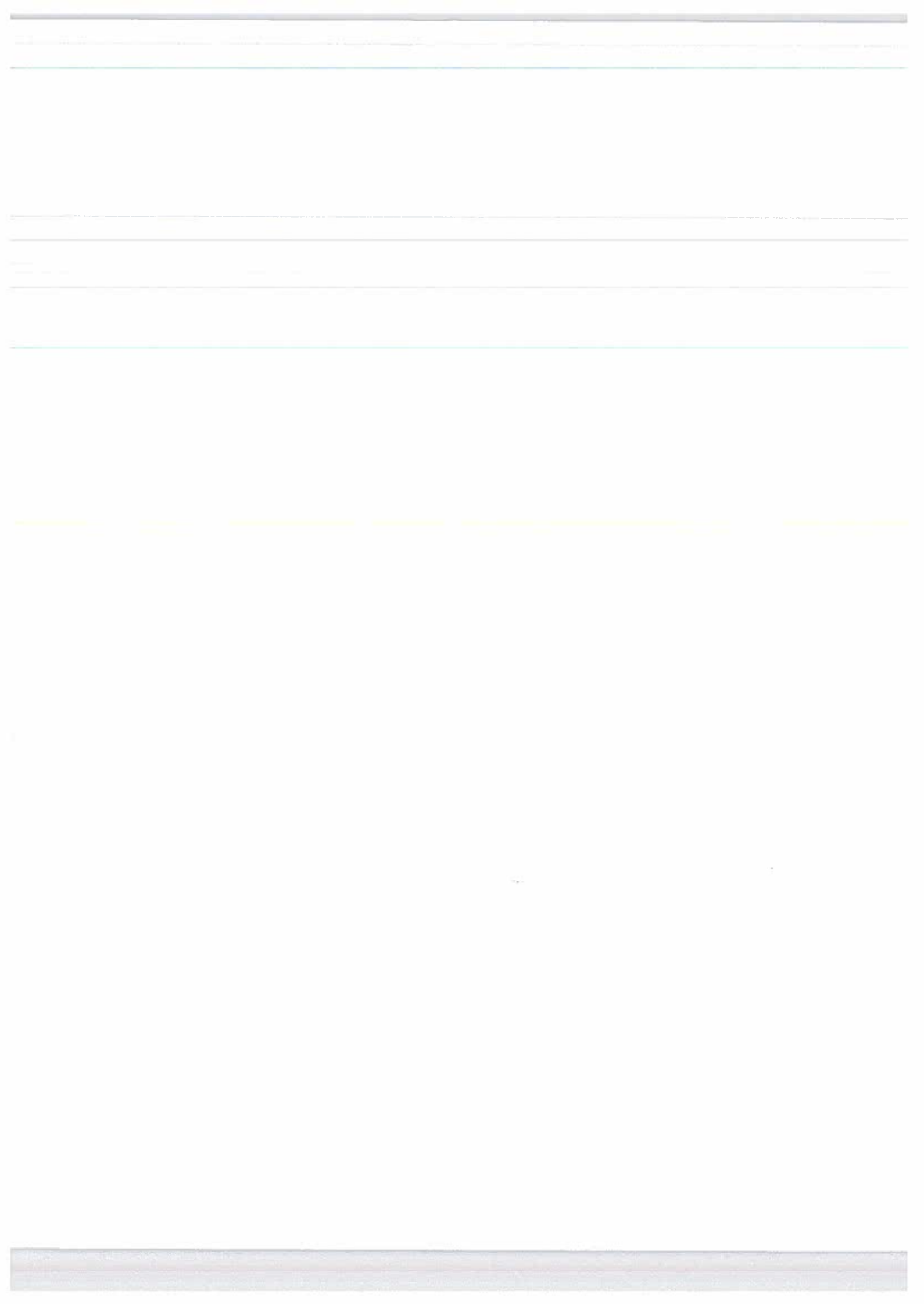
**Licensed Insured General Contractors
 CGC-1517064**

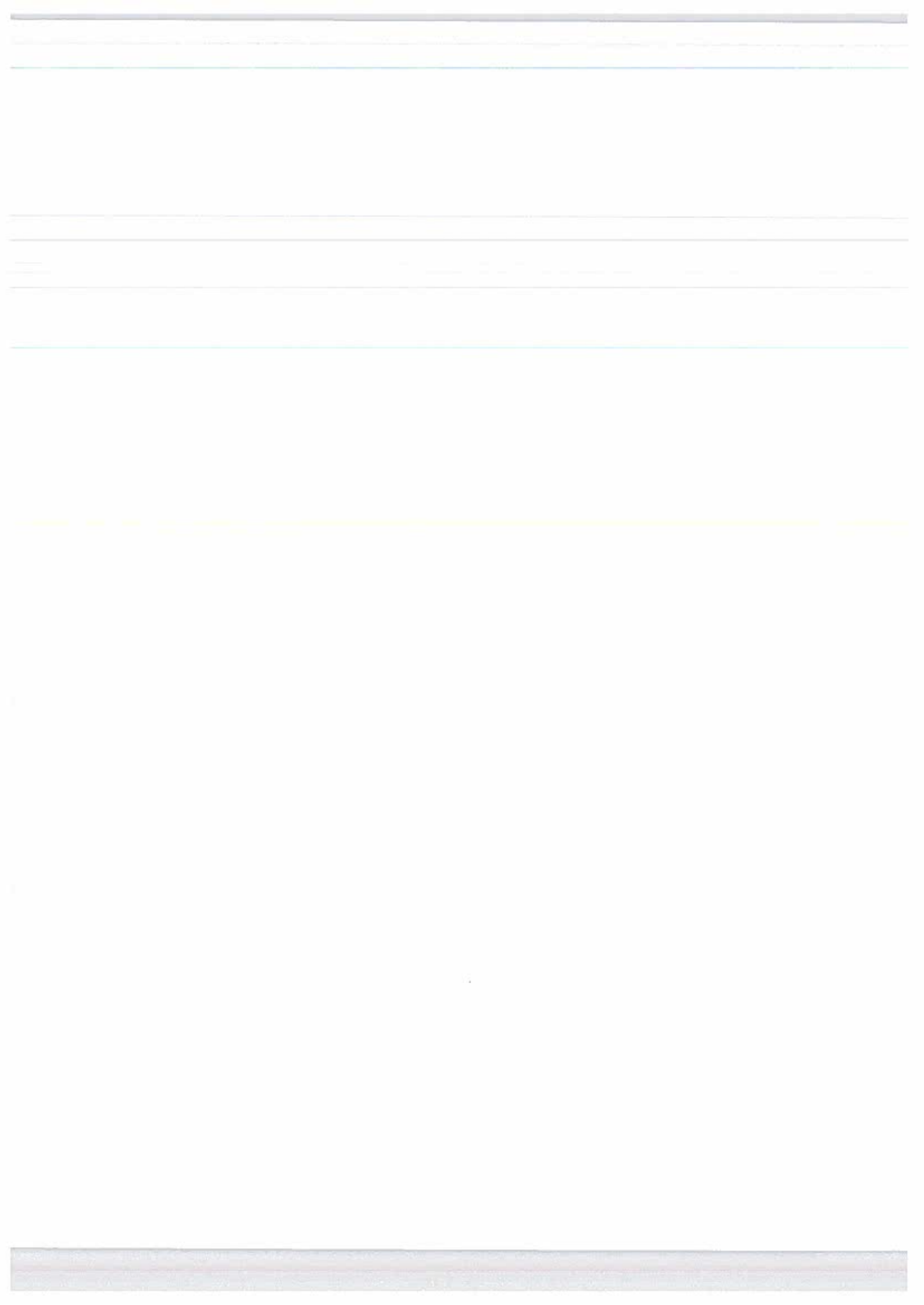


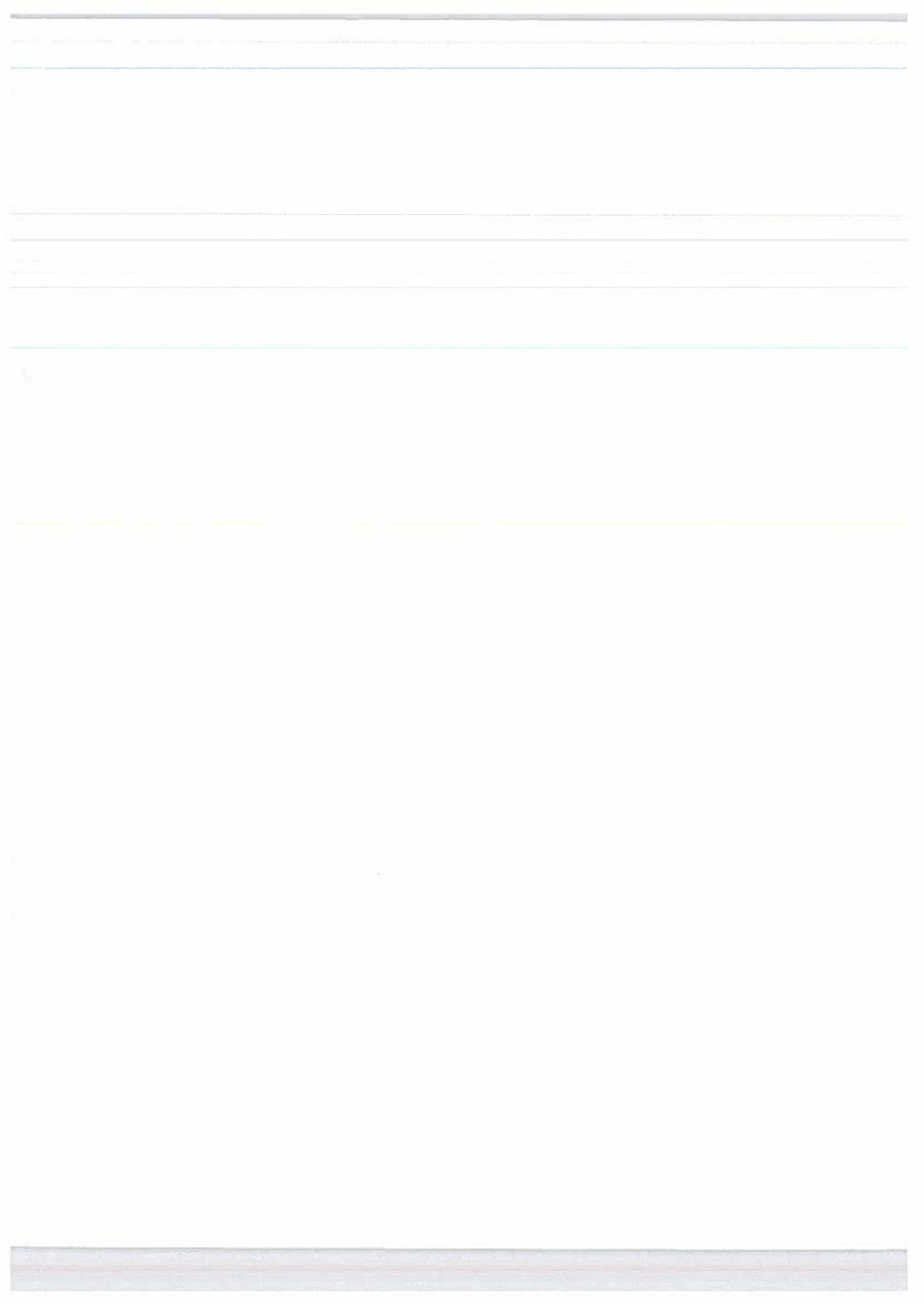


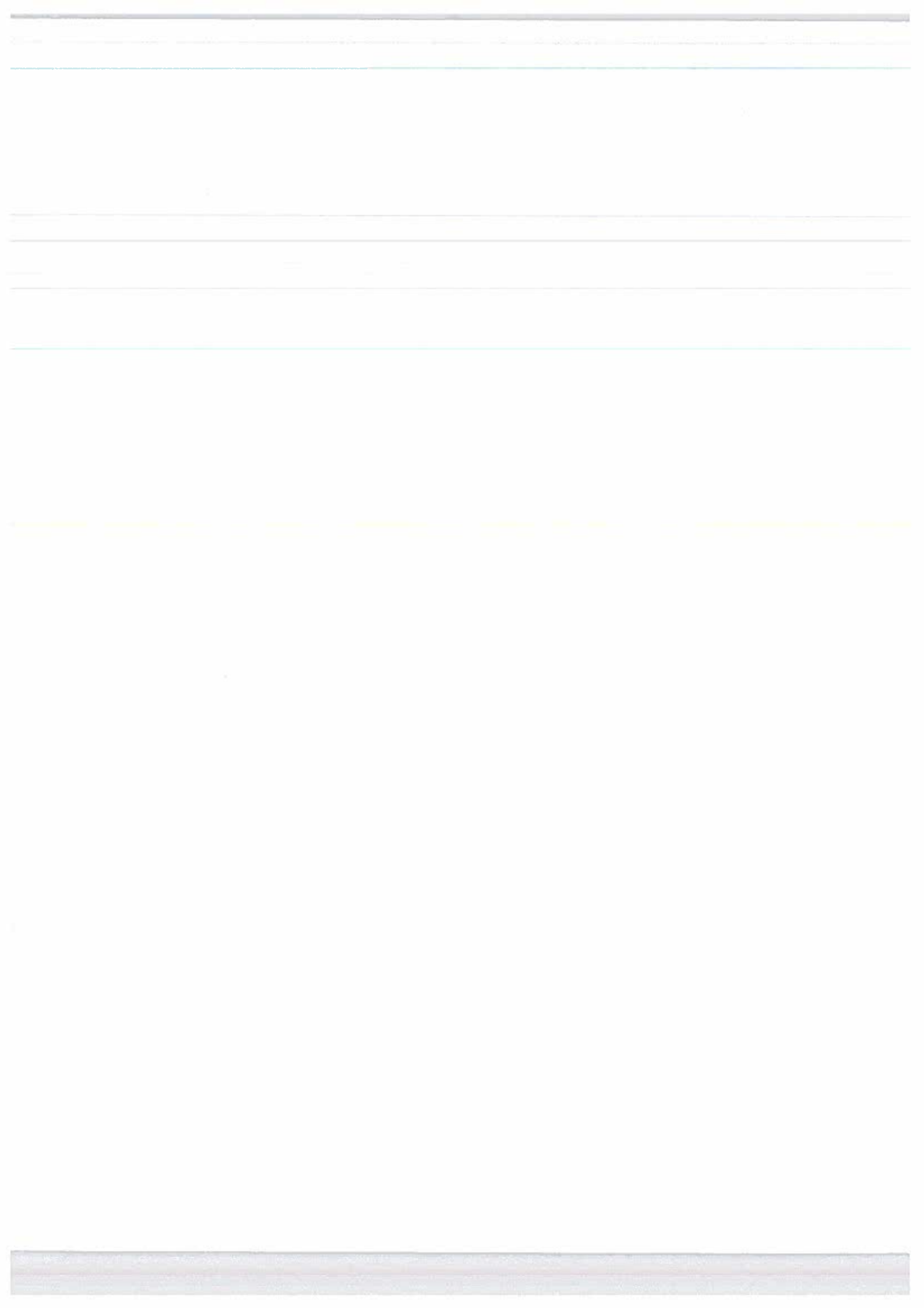


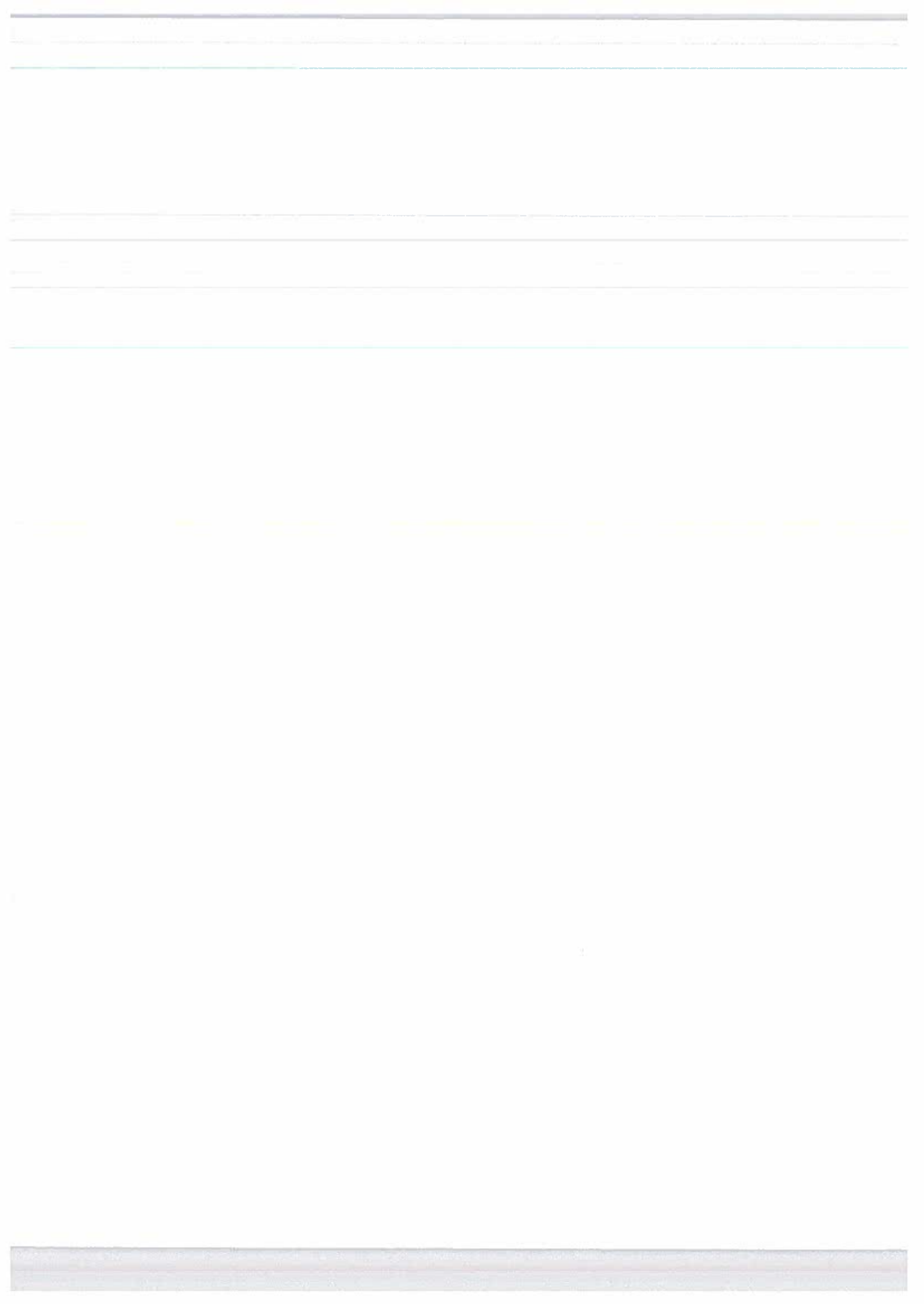


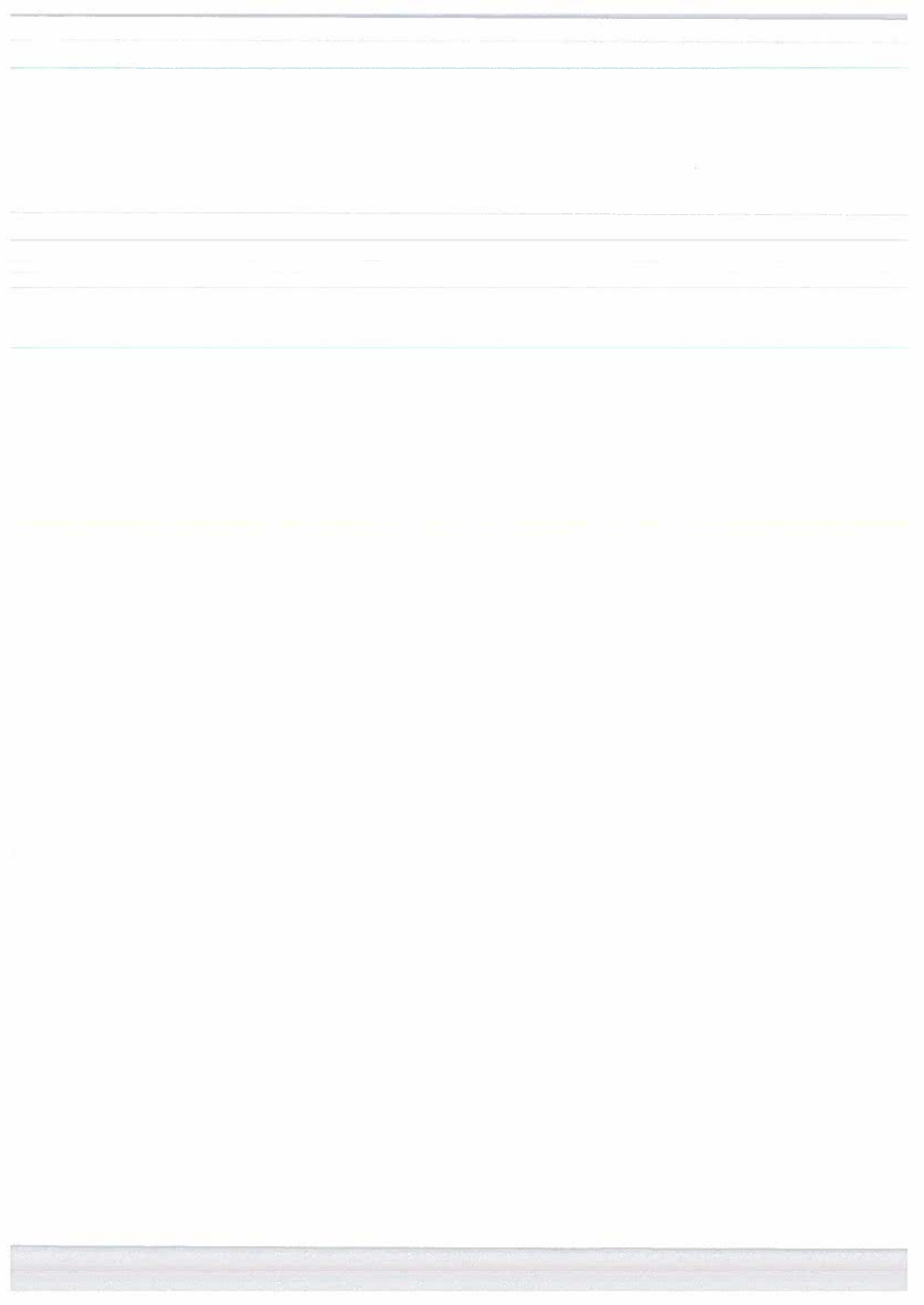


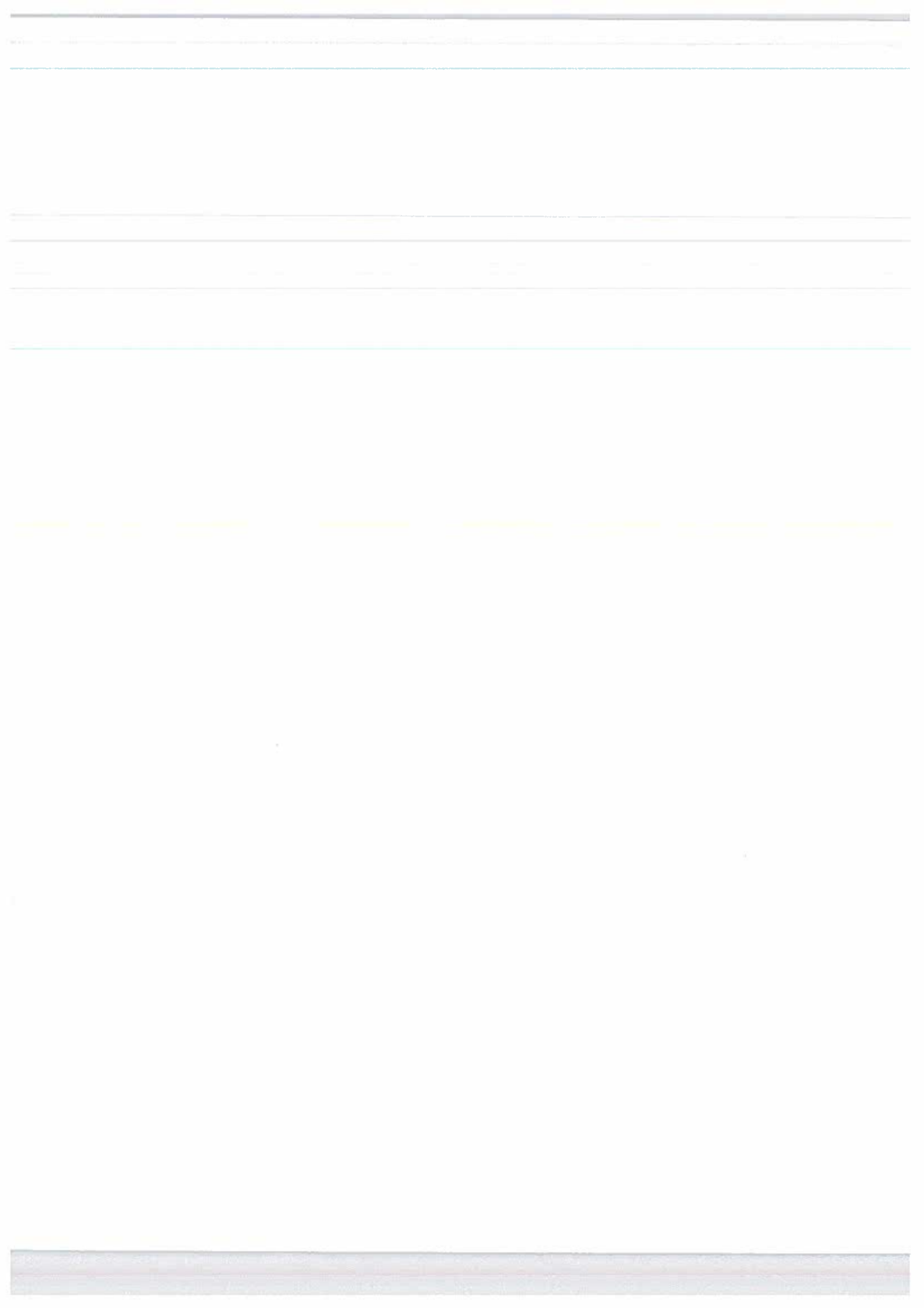












Budget Adjustment - GF 001

Type of Budget Adjustment

Various Departments	Intra-Department Transfer	
	Inter-Department Transfer	X
	Supplemental Appropriation	X

Account Description Expenses	Fund	Dept.	Account	Adopted Budget	Total Current Fiscal to Date	Available Budget	Increase (Decrease)	Adjusted Budget
Salary	001	101	512100	43,500	45,000	(1,500)	1,500	45,000
Travel	001	101	540100	10,500	26,941	(16,441)	16,500	27,000
Employee Development	001	101	554300	2,150	6,753	(4,603)	5,000	7,150
Salary	001	111	512100	144,966	145,424	(458)	500	145,466
Travel	001	111	540100	10,500	12,925	(2,425)	3,000	13,500
Employee Development	001	111	554300	1,500	2,485	(985)	1,000	2,500
Auto Lease	001	111	580000	3,020	8,096	(5,076)	5,080	8,100
Salary	001	121	512100	53,255	57,857	(4,602)	5,000	58,255
Salary	001	131	512100	127,862	135,550	(7,688)	8,800	136,662
Salary	001	161	512100	12,355	13,971	(1,616)	1,650	14,005
Operating Supplies	001	191	552100	10,000	11,594	(1,594)	1,600	11,600
Special Project	001	191	556210	10,000	17,770	(7,770)	8,000	18,000
FEMA - Balance	001	191	570000	-	5,059	(5,059)	5,060	5,060
Contingency	001	191	599000	27,287	39,142	(11,855)	12,713	40,000
Equipment	001	191	644000	-	9,037	(9,037)	9,500	9,500
Professional Services	001	191	531300	77,745	54,268	23,477	(20,000)	57,745
Insurance	001	191	545100	61,350	37,712	23,638	(10,750)	50,600
Salary	001	311	512100	83,630	89,227	(5,597)	6,370	90,000
Professional Services	001	311	531300	10,000	42,738	(32,738)	33,000	43,000
Auto Insurance	001	311	545100	1,000	2,850	(1,850)	1,850	2,850
R & M Vehicles	001	311	546500	1,000	4,628	(3,628)	3,750	4,750
Total Increase				691,620	769,027	(77,407)	99,123	790,743

To amend the fiscal 2018-19 budget in Legislative Dept. for additional expenses related to salary, travel and employee development; additional expenses related to salary, travel, employee development and auto lease in City Manager Dept.; additional payroll expenses in City Clerk, Finance and Human Resources; FEMA deduction for Hurricane Wilma, additional expenses for toys give away during holiday, additional expenses in contingency for purchase of chairs for city's chamber, roof repair, lawn maintenance for code enforcement, building maintenance for old post office, electrical service for electrical poles, purchase of an ice machine and updated Microsoft Office for all employees in none departmental, payroll expenses, professional fees for flood control project, auto insurance & auto repairs in Community Development Department

Approval Request
 Department Head
 Approved as to Availability of Funds
 Finance Director

Date
 Date

Budget Adjustment - GF 001

Type of Budget Adjustment

Department: various Departments	
Intra-Department Transfer	
Inter-Department Transfer	X
Supplemental Appropriation	X

Account Description Expenses	Fund	Dept.	Account	Adopted Budget	Total Current Expenditures to Date	Available Budget	Increase	Adjusted Budget
Balance Carried from Page 1				691,620	769,027	(77,407)	99,123	790,743
Travel	001	711	540100	2,500	4,680	(2,180)	2,200	4,700
Auto Insurance	001	711	545100	1,150	1,650	(500)	750	1,900
R & M Building	001	711	546200	2,250	4,403	(2,153)	2,400	4,650
R & M Vehicle	001	711	546500	1,300	3,230	(1,930)	2,000	3,300
Gas & Oil	001	711	552200	1,500	2,702	(1,202)	1,300	2,800
Bay Fest	001	711	556100	5,000	9,391	(4,391)	4,500	9,500
R & M Vehicle	001	811	546500	4,000	7,476	(3,476)	4,000	8,000
Total Increase				709,320	802,559	(93,239)	116,273	825,593
Account Description Revenues	Fund	Dept.	Account	Adopted Budget	Total Current Revenues to Date	Available Budget	Increase	Adjusted Budget
Building Permits	001	032	322000	57,500	124,174	66,674	65,273	122,773
EPA Flood Control Grant	001	033	334413	-	-	-	35,000	35,000
Interest Income	001	036	361100	10,000	16,070	6,070	6,000	16,000
Insurance Refund	001	036	363290	-	7,816	7,816	7,000	7,000
Donations	001	036	366450	10,000	13,215	3,215	3,000	13,000
Total Increase				77,500	161,275	83,775	116,273	193,773

additional travel expense for annual DOJ event, auto insurance, repair A/C maintenance and Oil & gas for P & R department, and auto repair for Public Work department. Additional revenues projected for building permits, approved a grant from FL EPA for flood waterway additional interest income and donations, and insurance refund from FL league of Cities and Aetna.

Approval Request

Department Head

Approved as to Availability of Funds

Finance Director

Date

Date

Approved

City Manager

Approved by City Commission

Meeting of

Date

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____ 2019, between:

CITY OF SOUTH BAY,
a Florida municipal corporation, hereinafter "CITY,"

and

2 SBW AND ASSOCIATES, INC., a for profit
corporation, authorized to do business in the State of Florida,
hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Contract and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Contract is based.

1.1 CITY is in need of a contractor for construction services for a project titled, City Hall Wind Retrofit Project.

1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.

1.3 On November 5, 2019, the CITY awarded the Invitation for Bid to CONTRACTOR and authorized the proper CITY officials to enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

ARTICLE 2
SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Invitation for Bid Project No. 2019-06, a copy of which is attached hereto and specifically made a part of this Contract as Exhibit "A" ("Work") and in accordance with the prices set forth in Exhibit "B" attached hereto.

2.2 CONTRACTOR shall abide by all specifications outlined in the Notice of Bid Invitation as per the CONTRACTOR's Proposal.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Contract with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and, through the use of CONTRACTOR'S personnel and that of Subcontractors, has manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Contract.

2.4 CONTRACTOR assumes professional and technical responsibility for performance the Work to be provided hereunder.

ARTICLE 3
COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence Work as directed by CITY upon the effective date stated in an executed agreement or Notice to Proceed issued by the City Manager or his designee.

ARTICLE 4
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Contract, for Work completed in accordance with its response to Invitation for Bid Project No. 2019-06 for Construction Services. Prices for Work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's response for Construction Services made a part hereof as Exhibit "B", which is based on the Scope of Work and Specifications in Exhibit A and Exhibit C.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor, contract

compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Contract shall be in accordance with the schedule set forth in Exhibit "B" hereto and the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Contract.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Contract, the invoice will be sent to the City's Finance Department for payment. Payment shall be made for Work properly performed by CONTRACTOR within twenty-five (25) days from receipt of an invoice for such Work.
- C. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY. Payment for the final invoice shall be made for Work properly performed by CONTRACTOR within twenty-five (25) days from receipt of an invoice for such Work.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY other than those arising from unsettled liens, or from unknown failure of the Work to comply with the requirements of the Exhibit B. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall neither commence Work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor allow any Subcontractor to commence work on its subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the Work. These Certificates shall contain a

provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all Work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

5.5 Commercial General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons or tangible property arising out of the negligent acts or omissions of Contractor or its Subcontractors in the performance of the Work and name the CITY as an additional insured under their Commercial General Liability insurance policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures. Should the CITY require any additional insurance coverage, the CITY shall compensate the CONTRACTOR accordingly.

ARTICLE 6
PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Contract.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the losses caused by CONTRACTOR'S negligent act or omissions. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with losses caused by CONTRACTOR'S negligent act or omissions, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the City liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Contract does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Contract and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and

overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Contract shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Contract shall be as follows:

Performance Bond in the Amount of 100% of the construction cost under Fl. Stat. §255.05.

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Contract as described in Article 2 of this Contract. Once agreed to, such changes or additional services shall be performed as Work hereunder in accordance with the provisions of this Contract and must be contained in a written amendment executed by the parties hereto, with the same formality as this Contract. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
CURRENT PROJECT PRICE
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
CURRENT AND REVISED ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto. CONTRACTOR shall not proceed with extra work under this Contract without a written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Contract shall commence upon the date it is signed by both parties and remain in effect until completion of the Work or as extended in writing.

11.2 This Contract may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR is terminated by the CITY, it shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents listed in Exhibit A, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Contract, as if written herein word for word.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Contract had the opportunity to be represented by counsel in the preparation of this Contract and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Contract, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party without the prior written consent of the other party.

13.3 Records.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- b. Ensure that CONTRACTOR's records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- c. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Contract. All records stored electronically must be provided to the CITY.
- d. For conflict of interest requirements for procurement under awards, all Applicants, subapplicants, and non-Federal entities must follow the requirements under the procurement regulations at 2 CFR Sections 200.317 through 200.326. When procuring property and services under a Federal award, a State Recipient or subrecipient must follow the same policies and procedures it uses for procurements from its non-Federal funds and the requirements outlined in 2 CFR Section 200.317. All other Recipients and subrecipients (not a State) must follow 2 CFR Sections 200.318 through 200.326.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Contract are and shall remain the property of City.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 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: Leondrae D. Camel, City Manager
335 SW 2nd Avenue
South Bay, FL 33493

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

CONTRACTOR: Javin L. Walker, Chief Executive Officer
2 SBW and Associates, Inc.
141 Dabou Loop
Belle Glade, FL 33430

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

13.8 Exhibits. Each Exhibit referred to in this Contract forms an essential part of this Contract. The exhibits if not physically attached should be treated as part of this Contract and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Contract.

13.10 Severability. If any provision of this Contract or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Contract shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Contract shall be litigated in the Fifteenth Judicial Circuit Court in and for Palm Beach County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Contract, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Contract. This Contract together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the either party to insist upon strict performance of any provision or condition of this Contract, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

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

CITY OF SOUTH BAY

ATTEST:

Natalie Malone, City Clerk

BY:

Joe Kyles, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

Leondrae D. Camel, City Manager

CONTRACTOR

WITNESSES:

BY:

Javin L. Walker, CEO
2 SBW and Associates, Inc.

ATTEST:

SECRETARY

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 Contract 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 "C"
STATE OF FLORIDA AND CITY OF SOUTH BAY
AGREEMENT



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

July 25, 2019

Mr. Napoleon Collins
Economic and Business Development Director
City of South Bay
335 SW 2nd Avenue
South Bay Florida 33493

**Re: Project # 4337-110-R
City of South Bay, City Hall Wind Retrofit Project**

Dear Mr. Collins:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0198 between the City of South Bay and the Division of Emergency Management.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

Ms. Debbie Williams, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Ms. Debbie Williams, at (850) 815-4522.

Respectfully,

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:km/r

Enclosure

Agreement Number: H0198

Project Number: 4337-110-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u> City of South Bay </u>
Sub-Recipient's unique entity identifier:	<u> 59-6000429 </u>
Federal Award Identification Number (FAIN):	<u> FEMA-DR-4337-FL </u>
Federal Award Date:	<u> April 12, 2019 </u>
Subaward Period of Performance Start and End Date:	<u> Upon Execution thru April 30, 2021 </u>
Amount of Federal Funds Obligated by this Agreement:	<u> \$124,416.00 </u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u> \$124,416.00 </u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u> \$124,416.00 </u>
Federal award project description (see FFATA):	<u> Wind Retrofit </u>
Name of Federal awarding agency:	<u> Federal Emergency Management Agency </u>
Name of pass-through entity:	<u> FL Division of Emergency Management </u>
Contact information for the pass-through entity:	<u> Debbie.Williams@em.myflorida.com </u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u> 97.039 Hazard Mitigation Grant Program </u>
Whether the award is R&D:	<u> N/A </u>
Indirect cost rate for the Federal award:	<u> N/A </u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of South Bay, (hereinafter referred to as the "Sub-Recipient")

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Ms. Debbie Williams, Project Manager
Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4522
Email: Debbie.Williams@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Mr. Napoleon Collins
Economic and Business Development Director.
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493
Telephone: 561-996-6751
Email: ncollins@southbaycity.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on April 30, 2021, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$124,416.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
 - j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
 - iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.
 - v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
 - e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
 - f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
 - g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R.

§200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

- a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.
- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
- c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.
- f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

- a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.
- b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. 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.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

- a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
- i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in

excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient, and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

SUB-RECIPIENT: CITY OF SOUTH BAY

By:

Name and Title:  Leondrae Carmel, City Manager

Date:

4/18/19

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:

 Miles E. Anderson, for

Name and Title: Jared Moskowitz, Director

Date:

3-26-2019

EXHIBIT - 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number. 97.039
Award amount: \$124,416.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Retrofitting of existing buildings and facilities
 - Retrofitting of existing buildings and facilities for shelters(NOTE – Technical Staff will need to DELETE ANY ELIGIBLE ACTIVITIES that do not apply to this agreement)
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 C.F.R., as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects be included on pg. 1 of this sub-grant agreement and in Exhibit 1 be provided to the Sub-Recipient.

RESOLUTION 48-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING A FIFTH AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR CITY MANAGER LEONDRAE D. CAMEL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an employment agreement between the City of South Bay ("City") and Leondrae D. Camel ("Camel") was entered into on March 19, 2013 designating Camel as Interim City Manager; and

WHEREAS, on January 7, 2014 a first amendment was entered into between the parties designating Camel as the official City Manager and providing for a three (3) year term; and

WHEREAS, on July 19, 2016 a second amendment was entered into between the parties providing for a term ending January 7, 2019, increasing salary from \$80,000.00 to \$107,900.00 per year; granting an additional 80 hours of vacation time; providing for contribution for Camel into the City's retirement plan and other conditions as set forth; and

WHEREAS, on May 15, 2018, the City Manager and City Commission entered into a third amendment to the contract between the parties to either increase the salary of the City Manager to \$__0__ or to provide for a bonus for the City Manager for an amount of twenty thousand dollars (\$20,000), as determined by the Commission; and

WHEREAS, on December 4, 2018, the City Manager and the City Commission entered into a fourth amendment to the contract between the parties to extend the term of the contract with the City Manager to January 7, 2022; and

WHEREAS, the parties desire to enter into a fifth amendment consistent with the terms and conditions set forth herein to increase the City Manager's salary and/or offer a bonus.

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

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

Section 2. Approval of a Fifth Amendment to Employment Agreement. The City Commission of the City of South Bay hereby approves the fifth amendment to the employment agreement between the City and Leondrae D. Camel, City Manager, as set forth in the attached Exhibit "A" hereto.

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

PASSED and ADOPTED this 5th day of November 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)

**AMENDMENT TO THE EMPLOYMENT AGREEMENT
OF LEONDRAE D. CAMEL**

This AMENDMENT TO EMPLOYMENT AGREEMENT (the "Amendment") is dated November 05, 2019, (the "Amendment Effective Date"), and is between CITY OF SOUTH BAY, a Florida municipal corporation, through its City Commission ("City") and LEONDRAE D. CAMEL ("Mr. Camel"). This Amendment modifies the terms and conditions of the Employment Agreement dated January 7, 2014 between CITY and Mr. Camel (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, an employment agreement between the City of South Bay ("City") and Leondrae D. Camel ("Camel") was entered into on March 19, 2013 designating Camel as Interim City Manager; and

WHEREAS, on January 7, 2014 a first amendment was entered into between the parties designating Camel as the official City Manager and providing for a three (3) year term; and

WHEREAS, on July 19, 2016 a second amendment was entered into between the parties providing for a term ending January 7, 2019, increasing salary from \$80,000.00 to \$107,900.00 per year; granting an additional 80 hours of vacation time; providing for contribution for Camel into the City's retirement plan and other conditions as set forth; and

WHEREAS, on May 15, 2018, the City Manager and City Commission entered into a third amendment to the contract between the parties to either increase the salary of the City Manager to \$ 0 or to provide for a bonus for the City Manager for an amount of twenty thousand dollars (\$20,000), as determined by the Commission; and

WHEREAS, on December 4, 2018, the City Manager and the City Commission entered into a fourth amendment to the contract between the parties to extend the term of the contract with the City Manager to January 7, 2022; and

WHEREAS, the parties desire to enter into a fifth amendment consistent with the terms and conditions set forth herein to increase the City Manager's salary and/or offer a bonus.

IT IS MUTUALLY AGREED by and between City and Mr. Camel as follows:

3. Subsection A of Section VI of the Agreement (entitled Compensation) shall be deleted in its entirety and replaced by the following:

The City agrees to pay Mr. Camel for services rendered pursuant to his agreement and annual base salary of _____ (\$XXX,000.00) per year payable in installments at the same time as other employees of the City are paid or a bonus amount of \$ _____. Hereafter the City Commission may adjust employee's salary by Resolution.

4. Except as expressly set forth herein, all other terms and conditions in the Agreement shall remain in full force and effect. In the event of any inconsistency between the

provisions of this Amendment and the provisions of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date first above written.

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

LEONDRAE D. CAMEL

By: _____
Joe Kyles, Mayor

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Burnadette Norris-Weeks
City Attorney

RESOLUTION 11-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ACKNOWLEDGING THE EVALUATION RESULTS FOR PERIOD JANUARY 2018 TO JANUARY 2019 FOR CITY MANAGER LEONDRAE D. CAMEL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an employment agreement between the City of South Bay ("City") and Leondrae D. Camel ("Camel") was entered into on January 7, 2014 designating Camel as City Manager; and

WHEREAS, the City of South Bay executed an employment agreement with the City Manager that mandated a performance evaluation and provided for certain potential financial incentives; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") has recently completed a performance evaluation and questionnaire regarding the City Manager's performance; and

WHEREAS, an average score of 3.0 is deemed to be "Satisfactory" but the City Manager received an average score of 4.744, denoting his performance as "Superior"; and

WHEREAS, the City Commission finds that acknowledgement of the results of the City Manager's performance evaluation is an important role of the City Commission.


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

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


Section 2. Acknowledgement of Evaluation Results. The City Commission for the City of South Bay hereby acknowledges the performance evaluation results for City Manager, Leondrae D. Camel.

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


PASSED and ADOPTED this 2nd day of April 2019.


Joe Kyles, Mayor

Attested

By: 
Vicenta Del Bosquez, Interim City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Burnadette Norris-Week, Esquire
City Attorney

Moved by: Commissioner Wilson

Seconded by: Vice-Mayor Barnard

VOTE:

Commissioner Berry	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Commissioner McKelvin	<input type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Commissioner Wilson	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Vice-Mayor Barnard	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Mayor Kyles	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)

RESOLUTION NO. 49-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A 2019 UNSOLICITED PROPOSAL FROM HABITAT FOR HUMANITY TO EXPAND HOMEOWNERSHIP OPPORTUNITIES BY BUILDING FOUR TO SIX NEW HOMES IN THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Habitat for Humanity of Palm Beach County, Inc. ("Habitat") is pleased to present an unsolicited proposal to the City of South Bay ("City") requesting the transfer of five city-owned lots, on which Habitat will construct a total of four (4) new, single-family homes for lower-income families to own; and

WHEREAS, if Habitat is successful in purchasing two privately-owned adjoining properties, then the total number of new homes will increase to six (6). These homes will be sold to and immediately occupied by, pre-qualified and well-trained local home buyers; and

WHEREAS, Habitat will not only build four to six decent, affordable homes and pre-qualify the families, but will also hold 30-year, interest-free mortgages on each property. This will guarantee immediate occupancy by each homeowner, and long-term stability; and

WHEREAS, Habitat has proven to be an effective and successful provider of affordable housing for homeownership throughout Palm Beach County; and

WHEREAS, Decent and affordable housing options will certainly encourage neighborhood revitalization and positive private investment in the City; and

WHEREAS, approval of Habitat for Humanity of Palm Beach County, Inc.'s 2019 Unsolicited Proposal to construct four (4) to six (6) new homes is in the best interest of the residents and the economic infrastructure of the City of South Bay.

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 correct and are incorporated herein by reference.

Section 2. Approval of Unsolicited Proposal. The City Commission of the City of South Bay hereby approves the Unsolicited Proposal from Habitat of Humanity of Palm Beach County attached hereto as Exhibit "A".

Section 3. Authorization of City Manager. The City Manager is hereby authorized to all necessary and expedient action to effectuate the aims of this Resolution.

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

PASSED and ADOPTED this 5th day of November 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)



October 2, 2019

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

Dear Mr. Camel:

Habitat for Humanity of Palm Beach County (Habitat) is pleased to present the City of South Bay with the attached proposal to acquire, at nominal cost, five (5) vacant lots for the purpose of building four (4) new single-family houses for ownership by lower-income families. If successful in securing two additional adjoining properties from a private owner, Habitat will be able to construct two more houses for homeownership in South Bay over the next 24 months, for a total of six, new affordable homes.

Habitat is a not-for-profit agency with a long and very successful track record of constructing affordable owner-occupied housing in Palm Beach County. Since its inception in 1986, Habitat has built 240 homes, and repaired over 120 more. We have constructed and preserved homes in Belle Glade, Pahokee, Greenacres, Jupiter, Lantana, Riviera Beach, Royal Palm, and many neighborhoods in the City of West Palm Beach proper and its unincorporated communities. Now, we hope to work with you in South Bay.

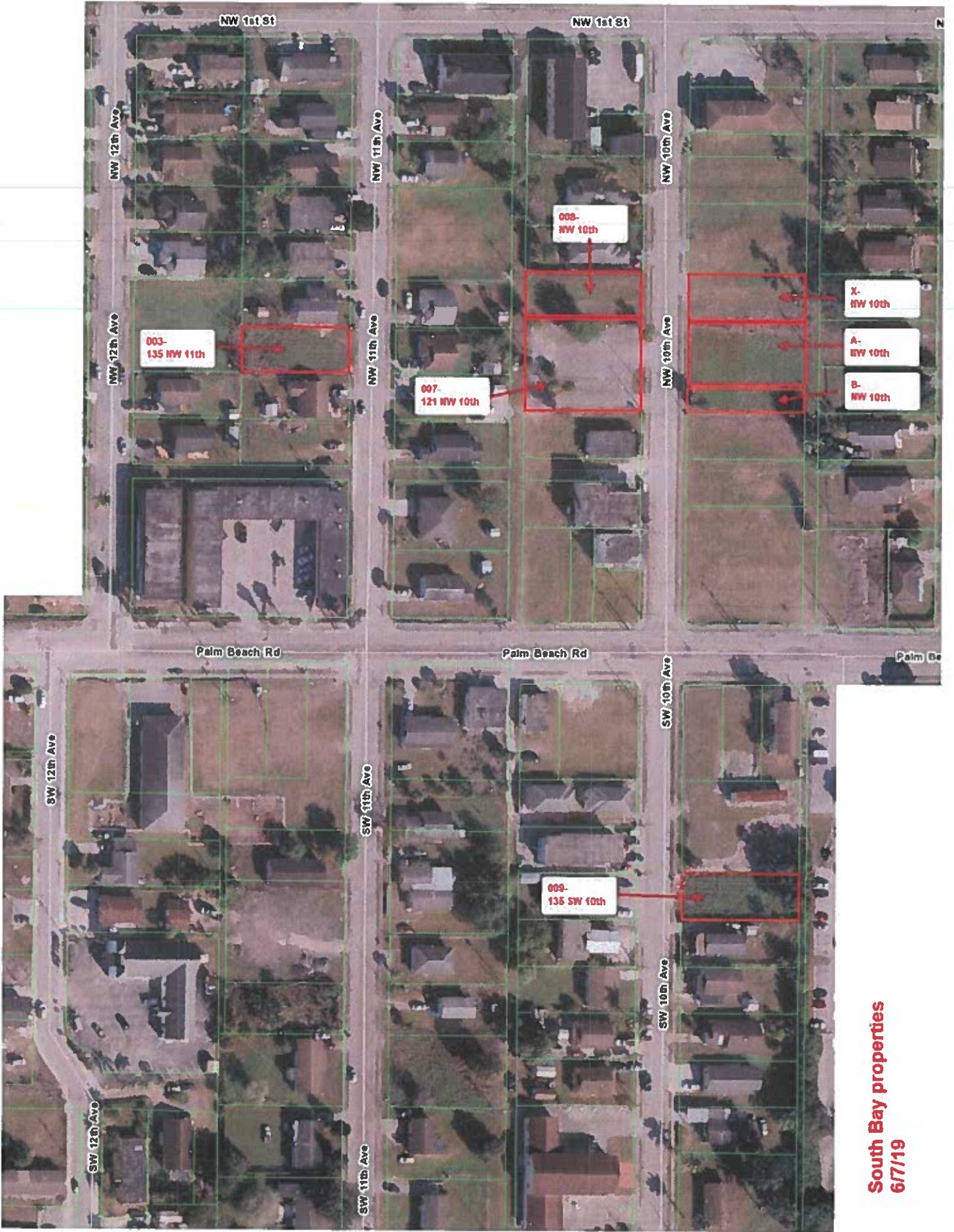
Please find attached our proposal for the five (5) selected City-owned lots, along with a map of the lots, proposed floor plans and renderings of our applicable models, and a matrix clearly depicting which of the house models will fit on each property. Recently, we found out about possible construction funding that could include South Bay properties, so your expediency in presenting our proposal before the City Commission would be most appreciated. If approved by the Commission, I would need a letter prior to November 1, 2019 from the City attorney stating that Habitat has been awarded receipt of these five lots, which will be conveyed contingent on removal of any existing liens and any necessary changes to zoning to enable Habitat to build for the desired purpose.

As I am out of the office due to surgery, please call Nadine Dennis in this regard at 561-404-7530 as soon as possible. We look forward to hearing from you soon.

Sincerely,

Bernard J. Godek

Bernard J. Godek, Chief Executive Officer
Habitat for Humanity of Palm Beach County



**South Bay properties
6/7/19**

Habitat for Humanity of Palm Beach County, Inc.

**A 2019 Proposal to Expand Homeownership Opportunities
By Building Four-to-Six New Homes in the City of South Bay**

Habitat for Humanity of Palm Beach County, Inc. (Habitat) is pleased to present this unsolicited proposal to the City of South Bay requesting the transfer of five city-owned lots, on which Habitat will construct a total of four new, single-family homes for lower-income families to own. If Habitat is successful in purchasing two privately-owned adjoining properties, then the total number of new homes will increase to six. These homes will be sold to, and immediately occupied by, pre-qualified and well-trained local home buyers. Habitat will not only build four to six decent, affordable homes and pre-qualify the families, but will also hold 30-year, interest-free mortgages on each property. This will guarantee immediate occupancy by each homeowner, and long-term stability.

Over the last ten years, Habitat has worked in tandem with municipalities in “The Glades” and has successfully built five of our 238 completed new homes (county-wide) in Belle Glade and Pahokee. Furthermore, Habitat has repaired five existing owner-occupied homes in The Glades, and has plans to construct and repair at least ten more homes there in the very near future. By adding the four to six additional homes in South Bay, as proposed, Habitat will continue to make an impactful contribution, positively affecting 25 new and existing homeowners in the western communities of Palm Beach County.

The impact of each home that Habitat builds or repairs helps to strengthen local neighborhoods, increase the homeownership rate and home values, add to the City’s tax base, and contribute to relieving a municipality’s overall chronic shortage of affordable housing. For instance, in the City of West Palm Beach, the appraised value of new Habitat homes in three targeted neighborhoods has almost doubled since 2016, rising from \$65,000 to over \$170,000. Habitat has proven to be an effective and successful provider of affordable housing for homeownership throughout Palm Beach County. Decent and affordable housing options will certainly encourage neighborhood revitalization and positive private investment in the City of South Bay.

City Background

The City of South Bay, incorporated in 1941, and located near the southern bank of Lake Okeechobee, Florida, includes 2.7 square miles of land and one square mile of water. The town is intersected by two major roads, East-West State Road 80 and North-South U.S. 27. The U.S. Decennial Census reported that the city’s population had grown by over 26 percent to nearly 4,900 from the years 2000 to 2010, and by close to five percent more to 5,111 by the year 2016.

South Bay’s racial makeup (by percentage) according to the 2000 U.S. Census (online source: Wikipedia) was roughly: 67 percent African American, 20 percent Latino, 12.5 percent white, and .5 percent other ethnicities. At that time, the population density was approximately 1,425 people per square mile, with nearly 1,000 housing units and an average household size of 3.4 members.

By age, the breakout was as follows: 27% were under 18; 9% were 18-24; 37% were 25-44; 21% were 45-64; and 6% were 65 and older. City officials have conveyed to Habitat that older families tend to remain in the City of South Bay. Therefore, it is assumed that the percentage of residents 45 and older has steadily risen since 2000. Significantly, it also should be noted that for every 100 females in South Bay in the year 2000, there were 172.5 males, and for every 100 females age 18 and over, there were 210.6 males. This is most likely due to the migratory influx of sugar cane and other farm labor, who are primarily male.

The following income data was also reported (online source: Wikipedia) regarding the 2000 U.S. Census: "The median income in that year for a household in the city was \$23,558, and the median income for a family was \$26,944. The per capita income for the city was \$9,126. About 29.2% of families and 36.7% of the population were below the poverty line, including 48.4% of those under age 18 and 27.4% of those ages 65 or over"

The first mayor of South Bay was Aubrey (a.k.a. "Orb") Walker, who, along with his brother Haughty D. Walker, survived the great hurricane of 1928 by gathering his family members onto a barge in the canal. Another prominent mayor was Clarence E. Anthony, who was elected when he was 24 years old in 1984 and served until he was 48 years old in 2008. According to the Los Angeles Times, his son, Reidel Anthony, played in the National Football League for five years as a wide receiver for the Tampa Bay Buccaneers.

Habitat now enjoys a great working relationship with the City of South Bay Mayor Joe Kyles and City Manager Leondrae Camel.

Habitat's Proposal

Providing much-needed, new, affordable, single-family homeownership opportunities is ideally suited to complement ongoing plans to continue to serve the needs of residents in the City of South Bay. Habitat is requesting five City-owned, vacant lots on which we propose to construct four single-family homes. This proposal is predicated on all lots being conveyed vacant, ready-to-build as single-family homes, with clean title, in compliance with local zoning, and at no cost to Habitat. All requirements will be set forth in development agreements to be signed by the City of South Bay and Habitat, outlining the project terms. These five subject properties are located as follows:

- 1) South Bay Bid No. 003:** Address: 135 NW 11th Avenue – Publicly-owned
PCN: 58-36-44-14-02-000-0231
Lot Measures: 116.3 East to West; 47.6 North to South
- 2) South Bay Bid No. 007:** Address: 121 NW 10th Avenue - Publicly-owned
PCN: 58-36-44-14-16-002-0130
Lot Measures: 127.0 East to West; 100.1 North to South
- 3) South Bay Bid No. 008:** Address: NW 10th Avenue - Publicly-owned
PCN: 58-36-44-14-16-002-0110
Lot Measures: 127.0 East to West; 51.0 North to South

- 4) **South Bay Bid No. 009:** Address: 135 SW 10th Avenue - Publicly-owned
PCN: 58-36-44-14-05-001-0060
Lot Measures: 126.5 East to West; 48.9 North to South
- 5) **South Bay Bid No. "X":** Address: NW 10th Avenue - Publicly-owned
PCN: 58-36-44-14-16-002-0370
Lot Measures: 51.2 East to West; 128.0 North to South

To complete this development plan, Habitat hopes to purchase adjoining land from private owners, which comprise the following two lots:

- 1) **South Bay – Privately-owned A:** Address: Avenue
PCN: 58-36-44-14-16-002-0390
Lot Measures: 75.6 East to West; 128.0 North to South
- 2) **South Bay – Privately-owned B:** Address: NW 10th Avenue
PCN: 58-36-44-14-16-002-0420
Lot Measures: 27.1 East to West; 128.0 North to South

Habitat is depending on the City's expediency in ensuring that these additional two lots are also conveyed vacant, subdivided as necessary, ready-to-build as single-family homes, with clean title, and in compliance with local zoning. The current private owner has offered these two properties to Habitat at a cost of \$5,000 each. (See the attached letter to the private owner reiterating the owner's verbal interest in selling the properties.)

The Time Frame

Construction of the four to six homes will be accomplished within twenty-four (24) months of securing necessary building permits, after the conveyance of clear title from the City to Habitat, barring special or unforeseen circumstances. As previously stated, Habitat is requesting that the specified lots be conveyed vacant, ready-to-build and at no cost, to be set forth in the development agreements established by Habitat and the City. Habitat will submit for building permits within 3-6 months of execution of these agreement(s), unless a legal subdivision is required by the City in order to divide, combine or create new lot lines, before building permits can be issued. Once permits are approved, construction will commence within ninety (90) days. (Please see the attached letter from our architect, David A. Porter, A.I.A., that presents time implications regarding soil conditions and muck.)

The Quality, Size and Range of Designs for the Proposed Homes

The specifications for a Habitat house are on par with current area-wide industry standards. The homes will be built with concrete block walls, stucco exteriors, concrete driveways, energy-efficient, impact glass windows, above-standard insulation systems, high efficiency air conditioning systems, and are Energy Star rated. Habitat will take responsibility for the full completion of each home to allow each homeowner to move in with a turnkey home, including coordinating utility connections for each home.

All homes will be architecturally compatible with design styles traditionally used. Each home's design will complement the lot size (as shown in the attached lot matrix), and comply with zoning regulations. The design and construction will be in compliance with the current Florida Building Code requirements for single-family construction and the Zoning and Land Development Regulation requirements for single-family dwellings. Please see the attached renderings and model floor plans as examples.

The proposed dwellings will all be one-story structures, with interiors ranging from 889 to 1,917 square feet. The home models will vary from a minimum 2 bedroom/1 wheelchair-accessible-bath home to a 5 bedroom/3 bath home. With David Porter, Habitat will choose between nine (9) basic models for each of the four to six homes to be built, depending on the size and make-up of approved families. Sample renderings and floor plans are attached to this proposal.

The nine models are as follows:

- 1) "The Satchel" – (named after Satchel Paige of Negro League fame) a 2 bedroom/1 bath @ 889 square feet that can be adapted to a handicapped accessible home
- 2) A 3bedroom/2 bath Handicapped Accessible Model @ 1,479 square feet
- 3) "The Gwendolyn" (named after Gwen Sawyer Cherry, first Black female elected to state legislature)– a 3 bedroom/2 bath @ 1,184 square feet
- 4) "The Ella" 3BR (Ella Fitzgerald, jazz singing legend) – a 3 bedroom/2 bath @1,245 square feet
- 5) "The Ella" 4BR (Ella Fitzgerald) – a 4 bedroom/2 bath @1,453 square feet
- 6) "The Tillman" – a 4 bedroom/2 bath @1,453 square feet
- 7) "The Augustus" 3BR (Hazel Augustus, architect) – a 3 bedroom/2 bath @1,320 square feet
- 8) "The Augustus" 4BR (Hazel Augustus, architect) – a 4 bedroom/2 bath @1,453 square feet
- 9) "The Ellington" (Duke Ellington, jazz music legend)– a 5 bedroom/3 bath @ 1,704 square feet

Habitat will endeavor to examine each lot to ensure the best features are made possible. Each of the four to six homes will include at least the following items:

- 1) A minimum of two bathrooms (with the exception of the Satchel handicapped model)
- 2) All appliances including oven, refrigerator, microwave oven, dishwasher and washer and dryer by Whirlpool of minimum standard.
- 3) Ceramic tile in the kitchens and baths
- 4) Laminate flooring in all other areas
- 5) A central air conditioning system
- 6) Interior walls that are smooth or of knockdown finish with satin or semi-gloss paint
- 7) Mini-blinds or better on all windows
- 8) Impact-rated aluminum windows
- 9) CBS construction
- 10) Three-dimensional architectural shingle roof or better
- 11) Landscaping including sod, trees and exterior plantings (Xeriscape design not requiring irrigation, when possible)
- 12) Concrete driveway

- 13) Front porch
- 14) Wood privacy fence
- 15) Shed for lawn mower and tools

Qualifications for Prospective Homeowners

All four to six of the new homes will be sold to qualified families that have incomes ranging between 30 and 80 percent of Palm Beach County's Area Median Income (AMI). Our cost for building should range from \$160,000 to \$175,000+ for all homes, depending upon the model selected. The full-cost of a Habitat first mortgage is established after discerning the lesser of two items: 1) the fair market appraised value of the home; or 2) 100 percent of what the family can afford according to Habitat's policy. The buyer also provides a "silent second" mortgage to Habitat which is forgiven once the first is paid. In addition, the family pays \$3,500 of the closing costs. A down payment, however, is not required. Habitat then holds the 30-year, zero percent (0%) mortgage.

Before Habitat begins construction on a home, the prospective owner of that home will have already been selected, pre-qualified financially and checked for criminal background activity. In contrast to more traditional home building models, Habitat does not start construction until buyers are identified and qualified. The chosen owner is then required to undertake 400 "sweat equity" or volunteer hours, including helping to construct their own home and attending an intensive, 8-week Habitat homeownership and home budgeting program. In these classes, the prospective homeowner learn about personal financial budgeting, and saving for homeowner expenses and home maintenance, so that they are prepared for the responsibilities of owning a home well before being handed the keys to their new residence.

Background: Habitat for Humanity of Palm Beach County

Habitat for Humanity was founded 43 years ago in Americus, GA by Linda and Millard Fuller. With its initial success of building decent, affordable homes for families, and the subsequent, vigorous advocacy and volunteerism of President Jimmy Carter and his wife, Habitat affiliates sprang up around the country. Today, there are more than 1,200 affiliates across the nation, with 58 in Florida alone, the state with the highest number.

As part of that movement, James Barmuchi founded the local Habitat in 1986 to provide an opportunity for families residing in poverty and substandard conditions to achieve the American dream of owning a decent and affordable house in Palm Beach County. Celebrating our 33rd anniversary this year, Habitat of Palm Beach County is proud to report that we have constructed nearly 240 decent, safe, affordable homes for lower income families throughout the County. Additionally, over 120 other homes across the County occupied by low-income homeowners have been repaired.

Through shelter, we have provided hope, strength and stability for homeowners not only in Belle Glade and Pahokee, but in the municipalities of Greenacres, Jupiter, Lake Park, Lake Worth Beach, Lantana, Palm Beach Gardens, Palm Springs, Riviera Beach, Royal Palm Beach, North Palm Beach, and West Palm

Beach, among others. Through our Neighborhood Revitalization (NR) philosophy, we work hand-in-hand with community-based leadership, engaging and empowering residents to improve the quality of life in their neighborhoods. Habitat strives to provide an array of neighborhood services in partnership with residents, public agencies, non-profit stakeholders, and funders in this comprehensive effort.

RESOLUTION 50-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE A CARNIVAL AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND MODERN MIDWAYS, INC. FOR THE PROVISION OF CARNIVAL RELATED SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of South Bay ("City") is in need of a qualified firm to provide carnival related services and concessions; and

WHEREAS, the City desires to enter into a Carnival Agreement ("Agreement") for the provision of said services with Modern Midways, Inc. ("Carnival Operator") attached hereto as Exhibit "A"; and

WHEREAS, the term of the Agreement shall begin on November 27, 2019 and end on December 01, 2019; and

WHEREAS, the parties have agreed that the Carnival Operator shall pay the City twenty percent (20%) of the gross revenues from ticket sales for amusement rides and concessions on the day of departure.

WHEREAS, the execution of the Agreement is in the best interests of the residents of the City.

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

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

Section 2. **Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to execute a Carnival Agreement between the City of South Bay and Modern Midways, Inc. attached hereto as Exhibit "A" for the provision of carnival related services. The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 5th day of November 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)

CARNIVAL AGREEMENT

This Agreement to provide amusement rides and concessions (hereinafter the "Agreement") is made this 15th, day of October, 2019, between City of South Bay (hereinafter the "City") and Modern Midways, Inc. (hereinafter the "Carnival Operator").

The purpose of this Agreement is for Carnival Operator to provide rides and a carnival environment and atmosphere at Woodham Sub LTS 32 to 36 INC (hereinafter the "Event").

NOW THEREFORE, in consideration of the monies received pursuant to this Agreement and the mutual covenants hereinafter described, City and Carnival Operator agree as follows:

Section 1. Premises. City hereby grants to Carnival Operator, on a non-exclusive basis, the revocable privilege to use Woodham Sub Lts 32 to 36 Inc (hereinafter the "Premises") located in the City of South Bay, State of Florida, more particularly described as follows:

Woodham Sub Lts 32 to 36 Inc

Section 2. Term. The term of this Agreement shall begin on November 27, 2019 and end on December 1, 2019.

FOR THE PURPOSE OF PRE-EVENT MOVE-IN, Carnival Operator's use of the aforementioned premises shall commence on November 27, 2019, at _____ a.m./p.m.

2.1 MOVE-IN AND MOVE-OUT must take place during the designated times stipulated in this Agreement.

Section 3. Amusement Rides and Concessions. Carnival Operator hereby agrees to furnish the following amusement rides and concessions:

Amusement rides, professional games and food concessions.

Carnival Operator may not furnish any other rides or concessions without the prior consent of City.

Section 4. Ticket Sale Revenue. City and Carnival Operator hereby agree that revenues from ticket sales for amusement rides and concessions will be divided as follows: Twenty percent of gross revenues shall be paid to City on the day of departure. City reserves the right to review any and all financial documents necessary to validate the revenues

Section 5. Carnival Operator Representative. At all times Carnival Operator or any of Carnival Operator's personnel are present on the premises, there shall also be present a "Representative" of Carnival Operator who shall be responsible for Carnival Operator's operations under this Agreement and the conduct of its personnel.

Section 6. Shows. Absolutely no shows of any type shall be permitted.

Section 7. No Interest in Property. Carnival Operator's use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease. The parties further agree that Carnival Operator's rights hereunder shall not be construed as an easement, or any other interest in real property.

Section 8. Operation of Amusement Rides and Concessions. During the term of this Agreement, Carnival Operator shall erect and operate the aforementioned amusement rides and concessions. Carnival Operator will operate such rides as are provided for this Agreement on a daily basis for the period each day as set by City.

Section 9. Ownership of Premises. City covenants that it is authorized to enter into this agreement and that said Premises are to the best knowledge and belief of City in good repair and suitable for Carnival Operator's purposes described herein. Thereby, Carnival Operator agrees to restrict its use to the furnishing of the aforementioned amusement rides and concessions, and not to use, or permit the use of, the Premises for any other purpose without first obtaining the express written consent of the City.

Section 10. Status of Name, Address, and Guaranty. The Carnival Operator represents and warrants that the legal name as contained in this Agreement along with all other information in this Agreement are accurate and correct in all respects and makes this warranty as of the date of this Agreement and continuing through its duration. Carnival Operator further represents and warrants that the representative who has signed the Agreement has full, complete and absolute authority to bind the Carnival Operator. If the Carnival Operator is a corporation, it warrants and represents that it is in good standing and active, and if it is not a Florida Corporation, it warrants and represents that it is authorized to do business in the State of Florida. Any change in the Carnival Operator's legal name, fictitious or trade name, address, or telephone number shall be forwarded to the City as provided in the notice provision of this Agreement, in writing, within twenty-four hours after the change. Furthermore, the individual executing this Agreement on behalf of the Carnival Operator absolutely, personally, unconditionally, and continually warrants and guarantees Carnival Operator's full and faithful performance and payment of all obligations under this License.

Section 11. Condition of Premises. Carnival Operator agrees to quit and surrender the Premises and all equipment therein to City at the end of the term of this Agreement in the same condition as the date of the commencement of this Agreement, ordinary use and wear thereof only excepted.

Section 12. Rules and Regulations. Carnival Operator agrees to abide by and conform to all rules and regulations from time to time adopted or prescribed by City, for the governance and management of Premises.

Section 13. Alcoholic Beverages. Carnival Operator agrees to not cause or allow alcoholic beverages of any kind to be sold, given away, or used upon Premises except after obtaining the express written consent of City. In such event, Carnival Operator shall possess the necessary liquor license and permit.

Section 14. Improvements. Carnival Operator agrees to make only those alterations, additions, or improvements, in, to, or about Premises which have been approved in advance and in writing by City.

Section 15. Damage to Premises. Carnival Operator agrees to not injure, nor mar, nor in any manner deface Premises or any equipment contained therein, and to not cause or permit anything to be done whereby Premises or equipment therein shall be in any manner injured, marred or defaced; and to not drive or permit to be driven nails, hooks, tacks or screws into any part of said building or equipment contained therein and to not make nor allow to be made any alterations of any kind to said building or equipment contained therein; that if said premises or any portion of said building or any equipment contained therein during the term of this Agreement shall be altered in any manner and/or damaged by the act, default or negligence of Carnival Operator, or of the Carnival Operator's agents, employees, patrons, guests or of any person admitted to premises, Carnival Operator shall cause Premises and/or equipment to be returned to their condition as existed upon the execution hereof. The Carnival Operator hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Carnival Operator or by or with the consent of any person acting for or in behalf of said Carnival Operator.

Section 16. Ride Operators. Carnival Operator agrees to furnish competent, qualified ride operators on each ride.

Section 17. Dogs and other animals. Carnival Operator shall not allow any of its employees, agents or any person associated with Carnival Operator to bring, or keep on the City's premises, any dogs or other animals.

Section 18. Tickets. Carnival Operator agrees to provide ticket sellers and change for ride ticket booths as well as the actual tickets for amusement rides and concessions.

Section 19. Removal of Amusement Rides and Concessions. Carnival Operator shall furnish at its own expense all personnel required to erect, operate, dismantle and remove all amusement rides and concessions and other equipment on the premises.

Section 20. Ordinances and Statutes. Carnival Operator shall comply and shall require its employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies, with the terms of this Agreement, all relevant health and fire codes and all trademark, copyright and other intellectual property laws. Carnival Operator agrees that at all times it will conduct its activities with full regard for public safety. Carnival Operator also shall not use, store or permit to be used or stored in or on any part of Premises covered by this Agreement any substance or item prohibited by law, ordinance or standard policies of fire insurance companies operating or insuring in the State of Florida.

Section 21. Licenses and Permits. It shall be the full and sole responsibility of Carnival Operator to obtain and pay for all Federal, State, County, local and other licenses, permits and inspections that may be required to operate their amusement rides and concessions and, furthermore, Carnival Operator shall provide proof to the City that all appropriate licenses, permits and inspections have been obtained and the City shall thereafter, forward a copy to the City Manager for the City.

Section 22. Assignment and Sublicensing. This Agreement is personal between City and Carnival Operator. Carnival Operator shall not assign any portion of this Agreement or sublicense any portion of Premises or assign responsibility for provision of amusement rides and concessions without the express written consent of City.

Section 23. Lien. City shall have the first lien against all property of Carnival Operator for all unpaid fees, expenses, damages to property and any taxes due to the Agreement. City is empowered to impound any and all property of License. City shall have the right to sell said property at public auction and to apply the proceeds from such auction to the unpaid fees or charges due City. Carnival Operator agrees to waive any and all claims for damages against City or its agents for the seizure, prevention, or removal of the Carnival Operator or Carnival Operator's property from being removed from premises.

Section 24. Entry and Inspection. Carnival Operator's use of Premises is non-exclusive, and City may enter at any time and for any purpose while Carnival Operator is utilizing Premises or at any other time.

Section 25. Liability Indemnification of the City. It is expressly understood and agreed by and between the parties hereto that in no case shall the City be liable to the Carnival Operator, or any other person or persons, for any injury, loss and/or damage to any person or property on the Premises or on the amusement rides provided by the Carnival Operator or by virtue of any act, error, or omission of Carnival Operator, whether same is caused by or results from the carelessness, negligence, or improper conduct of the Carnival Operator, its agents or employees or otherwise, said Carnival Operator hereby taking all risk and indemnifying City for any such damage or injury. Carnival Operator agrees to hold City harmless from any claims for damages, caused by the act, error, or omission of Carnival Operator, its agents, employees, assigns, invitees or otherwise regardless of whether the claim for damages arises out of an occurrence occurring before, during, or after the time set forth in this Agreement for providing amusement rides and concessions. This provision shall survive the termination of the Agreement.

Section 26. Independence of Carnival Operator. It is expressly understood and agreed by and between the parties hereto that Carnival Operator is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of City. City has no authority or control over any aspect of Carnival Operator's operations, except as provided in this Agreement. Carnival Operator is an entity entirely independent of City related only by the independent contractual terms of this Agreement.

Section 27. Warranties by the City. It is further expressly understood and agreed by and between the parties hereto that this Agreement does not contain or embody, and shall not be construed to contain or embody any implied covenant, warranty or agreement on the part of the City, and there are no verbal agreements whatsoever between the City and Carnival Operator, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in this instrument.

Section 28. Insurance. The Carnival Operator, at its cost, shall provide to the City the following forms of insurance, to be provided no less than thirty (30) days prior to the event:

Commercial General Liability including coverage for Bodily Injury, Property Damage, Contractual Liability, Personal Injury - encompassing libel, slander, false arrest, malicious prosecution, wrongful entry or eviction, advertisers liability, including violation of Trademark or copyright and discrimination.

Such policy will contain the provision that the City is named as additional insured and that "coverage provided herewith shall be primary over any other insurance or self-insurance program available to the City for any liabilities arising in connection with this Agreement.

The minimum limits acceptable for General Liability are \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

In addition, the Carnival Operator shall have an Automobile Insurance policy providing coverage of not less than \$1,000,000 combined single limit for bodily injury and property damage for at least all owned, non-owned and hired vehicles.

Carnival Operator shall also have Statutory Worker's Compensation Insurance as well as Employer's liability with limits of not less than \$500,000 per occurrence and shall indemnify and hold harmless the Owner/City for any and all claims arising from the Carnival Operator's employees.

All insurance shall be placed with companies approved to do business in the State of Florida which shall have an AM Best rating at least an "A", and Financial Category of at least "VII". The Carnival Operator shall furnish the City with an originally signed Certificate of Insurance clearly demonstrating the above coverage requirements. Such certificate shall indicate not less than 30 days advance notice shall be provided to the City prior to cancellation, expiration or material alteration of any policy of insurance. The City is entitled to receive a copy of any policy of insurance covered by this Agreement within 30 days of such policy being issued. The

City shall then provide a copy of all such coverages to the City Manager for the City.

Should said insurance fail to provide a defense to City within ten (10) days of receiving Notice of Claim, irrespective of any rights of City hereunder, Carnival Operator agrees to pay all of City's attorneys' fees and costs together with liquidated damages of One Hundred and No Cents (\$100.00) Dollars, per day.

Section 29. Water fees. Carnival Operator shall pay Water Fee of \$380.00 on the day of opening. The City will open an account with Palm Beach County Utilities and cover \$1,035.00 deposit.

Section 30. Underground Utilities. Carnival Operator shall not, nor will Carnival Operator allow any of its agents or employees to drive any stake, instrument or object of any kind into the asphalt or grassy area of Premises without the written consent of City. It shall be the sole responsibility of the Carnival Operator to enforce this provision and should any damages occur City will look to Carnival Operator for reimbursement.

Section 31. Storage. Carnival Operator assumes all responsibility for all goods, materials, exhibits, displays, articles and other tangible personal property in or on the Premises before, during or after the event and City assumes no responsibility for said items. Carnival Operator agrees to assume all risk or loss of said property and will defend, indemnify and hold Owner/City harmless from any and all loss.

Section 32. Safety Standards. Carnival Operator agrees to comply with any safety standards expressed in Florida Statutes or the rules promulgated thereby or required by the Commissioner of Agriculture and to operate all rides and amusement devices according to the safety standards, rules and regulations therein prescribed and any other safety standards including the County's in which the premises are located which may be applicable and to furnish City with all safety inspection forms and reports as may be required.

Section 33. Personnel.

- A. It shall be the obligation of Carnival Operator that all personnel employed by Carnival Operator will be appropriately uniformed, will keep themselves in a neat and clean condition, will deal courteously with patrons of City, and will not use rough or profane language, drink alcoholic beverages or use non-prescription drugs at any time while on the Premises. Carnival Operator,

upon request from the City Manager for the City, will furnish a list, including names, date of birth and social security number of all personnel who will assemble, disassemble or operate the rides, whether such request occurs before, during or after the event.

- B. Carnival Operator acknowledges and agrees that City is committed to providing for the safety and well-being of its youth, its elderly and aged, and its disabled. Carnival Operator represents and warrants that all persons affiliated or associated with the Carnival Operator who have access to the Premises by virtue of this Agreement, shall meet the minimum level 2 screening requirements of Section 435.04, Florida Statutes, and Carnival Operator shall perform all necessary background investigations to assure such compliance and provide copies upon request by the City Manager for the City. If City is not satisfied that this requirement has been met, Licensor may request that Carnival Operator or any person affiliated with Carnival Operator be prohibited from accessing the Premises, and Carnival Operator shall immediately prohibit such person in violation from accessing the Premises; or in the alternative, City may immediately terminate this Agreement and require Carnival Operator to vacate the Premises. Carnival Operator shall be strictly liable for any injury, loss and/or damage to any person, and shall indemnify and hold City and its entities, employees and agents harmless from any claims, resulting from Carnival Operator's failure to comply with these requirements.

Section 34. Cancellation. City reserves the unilateral right to cancel this Agreement for the public good in the Event of an act of God, inclement weather, natural disaster, bomb or threat or for other reasons as determined in the sole and arbitrary opinion of City, or in the event of any request by any Federal, State or County agency for use of the Premises under such circumstances, it being understood and agreed by Carnival Operator that its rights hereunder are subordinate and inferior to the right of use by any Federal, State or County agency or department. Should the City exercise its rights to cancel this License, Carnival Operator agrees to forego any and all claims for damages against the Carnival Operator and further agrees to waive any and all rights which might arise by reason of the terms of this License and the Carnival Operator shall have no recourse of any kind against City.

Section 35. Carnival Operator Failure to Appear. Should the Carnival Operator fail to timely appear and set up for the event or fail to perform the conditions and requirements set forth in the Agreement, this Agreement shall be canceled and shall in all respects be deemed null and void, and City shall be entitled to Seventy-Five Thousand and No Cents (\$75,000.00) Dollars from Carnival Operator as agreed upon liquidated damages and not as penalty, it being understood and agreed by all parties that actual damages would be extremely difficult to ascertain. Furthermore, should the Carnival Operator default in the performance of any of the terms and conditions of this Agreement, City, at its option, may cancel this Agreement and the relation of the parties shall be in all respects as if said terms had fully expired. Should City exercise its right to cancel this Agreement, Carnival Operator agrees to forego any and all claims for damages against City and further agrees to waive any and all rights which might arise by reason of this Agreement and the Carnival Operator shall have no recourse of any kind against City and the relation of the parties shall be in all respects as if said terms had fully expired. Additionally, Carnival Operator hereby waives any and all claims for compensation for any and all loss or damage sustained by reasons or any defect, deficiency or impairment of the premises including, but not limited to electrical, telephone, plumbing, sewer and water or any part thereof furnished by City.

Section 36. Toxic Waste. Carnival Operator agrees, at all material times Carnival Operator is on the Premises, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Florida and Federal law.

Section 37. Electrical Equipment. Carnival Operator shall furnish sufficient electrical generating equipment for all rides at no charge to the City. City agrees to provide electrical service to Carnival Operator where available. Carnival Operator agrees to reimburse City for such direct electrical use cost, at the conclusion of the Event.

Section 38. Nuisance. Carnival Operator shall not use the Premises for any unlawful purpose or in any way which will constitute a nuisance or interfere with City's use of the Premises.

Section 39. Removal of Objectionable Amusement Rides. City shall have complete discretion to remove from the Premises, or not permit within Premises, any and all rides, persons or events under the employ of or under contract with Carnival Operator or any other activity of

Carnival Operator which in his opinion are detrimental to the public morals or which would adversely reflect on City. Should City exercise its rights thereof, Carnival Operator agrees to forego, any and all claims for damages against City as a result of City's actions.

Section 40. Default. If Carnival Operator fails to abide by and perform all covenants, stipulations and conditions of this Agreement, City may, at its option, immediately terminate and end this Agreement and the license hereby granted, and all rights and interest of the Carnival Operator thereunder forthwith.

Section 41. Notices. Any notice which either party may or is required to give, shall be given in writing and shall be given by mailing the same, postage prepaid, to Carnival Operator at the address shown below or City at the address shown below, or at such other places as may be designated by the parties from time to time.

Carnival Operator:
Modern Midways Inc.
10420 Sw 115th Street
Miami, Fl 33176

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

City Attorney:
Burnadette Norris-Weeks, Esquire
Burnadette Norris-Weeks, PA
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, Florida 33311

Section 42. Method of Giving Notice. All notices or other communications permitted or required to be given under this License shall be given in writing, and delivered to City or to the Carnival Operator in one of the following ways, at the option of the party giving the notice: (i) by hand delivery; (ii) by certified or registered mail, return receipt requested and proper postage prepaid; (iii) by a nationally recognized overnight courier service such as Federal Express; or (iv) by telecopy.

Section 43. Effective Date of Notices. Notices delivered by hand delivery or by a nationally

recognized overnight courier service such as Federal Express shall be effective on the date delivered to the recipient. Notices delivered by certified or registered mail shall be effective upon receipt, or three (3) business days after deposit in the United States mails, whichever shall first occur. Notices sent by telecopy shall be effective on the date transmitted and received, provided that the receipt occurs prior to 5:00 p.m. eastern standard time.

Section 44. Venue. The venue of any legal proceeding brought in connection with this Agreement shall be in the county in which the City is situated.

Section 45. Applicable Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of Florida and no other.

Section 46. Time. Time is of the essence of all of the provisions and terms of this Agreement.

Section 47. Waive of Trial by Jury. City and Carnival Operator hereby mutually, knowingly, willingly and voluntarily waive their right to a trial by jury and no party nor any assignee, successor, heir, or legal representative of the parties (all of who are collectively referred to below as the "parties") shall seek a jury trial in any suit, proceeding, counterclaim, or any other litigation or proceeding based upon or arising out of this Agreement or any related agreement or instrument, or any course of action, course of dealing, statements, (whether verbal or written) or actions relating to this Agreement, including any tort claim or claims for fraud, misrepresentation, breach of fiduciary, antitrust, etc. The parties also waive any rights to consolidate any action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the parties, and the parties acknowledge that the inclusion of this provision is a material inducement for entering into this Agreement. The waiver contained in this paragraph is irrevocable, constitutes a knowing and voluntary waiver, and shall be subject to no exceptions.

Section 48. Pre-suit Mediation. Prior to bring any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation under the Florida Rules of Civil Procedure. Accordingly, the parties agree to strictly follow said rules and abide by any agreement made as the result of mediation. Good faith compliance with this provision shall be a condition

precedent to the right of any party hereto to bring a lawsuit under this Agreement. This provision is a material inducement to the City entering into this Agreement. This provision shall survive termination of this Agreement.

Section 49. Severability and Enforceability. The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

Section 50. Waiver. The failure of City to insist on the strict performance of any one or more of the covenants, terms and conditions of this Agreement, shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and that no waiver by City of any of the provisions hereof shall in any event be deemed to have been made unless the same be expressed in writing by City.

Section 51. Singular and Plural. Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.

Section 52. Attorney's Fees. Any reference to attorney's fees in this Agreement applies only to the indemnity given by Carnival Operator to City and not to any other term, provision and condition thereof.

Section 53. Matters That Survive Terminations. Unless otherwise provided in this Agreement, all of the terms provisions, representations and warranties, all remedies available to any party, shall survive termination of the Agreement.

Section 54. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. Any and all prior agreements, understandings, and representation are hereby terminated and canceled in their entirety and are of no further force or effect.

Section 55. Termination. City reserves the right to cancel this Agreement at any time

without cause upon thirty (30) days advance notice or immediately if for cause as determined by City in its sole discretion.

Section 56. Construction of Agreement. Each party has relied upon its own examination of this License and the advice of its own counsel and other advisors in connection with this Agreement. This Agreement was negotiated at arm's length. Carnival Operator and City agree to the terms of the Agreement and have executed this Agreement freely and voluntarily. Thus, this Agreement shall not be construed more strictly against the City notwithstanding that it has been drafted by the City and the City's counsel. Furthermore, the money, property, insurance or services which are the subject of this Agreement are for commercial purposes and not for personal, family or household purposes.

Section 57. Paragraph Headings. The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.

Section 58. Other Conditions. It is mutually agreed that any and all matters not expressly provided for in this License will be at the sole discretion of the City.

IT WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witnesses

City:

Leondrae Camel, City Manager,
City of South Bay, Florida

Carnival Operator:

Print name and title: _____

ATTEST:

SECRETARY

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:

RESOLUTION 51-2019

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

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

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

WHEREAS, the Parties wish to adjust the level of service by the addition of three (3) School Crossing Guards beginning November 12, 2019 through September 30, 2020; and

WHEREAS, City Manager is recommending the Sheriff's requested law enforcement increase.

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

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

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

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

PASSED and ADOPTED this 5th day of November, 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)

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

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

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

WHEREAS, the Parties wish to adjust the level of service by the addition of three (3) School Crossing Guards beginning November 12, 2019 through September 30, 2020.

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

1. The level of service has been modified by the addition of three (3) School Crossing Guards. Article 2, section 2.1 (D) is amended as follows:

D. The level of police services to be provided include the following staffing complement:

One (1) Sergeant

Five (5) Deputy Sheriffs

Five (5) School Crossing Guards

One (1) Administrative/Clerical Assistant

2. In accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services. The total amount due for all services beginning November 01, 2019 through September 30, 2020 shall be \$204,086.58. For the period beginning November 01, 2019 through November 30, 2019 the payment shall be \$17,512.42. Nine monthly payments for the period beginning December 01, 2019 through August 31, 2020 shall be \$18,657.42. The last monthly payment for the period beginning September 01, 2020 through September 30, 2020 shall be \$18,657.38.

3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

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

PALM BEACH COUNTY SHERIFF'S OFFICE

CITY OF SOUTH BAY

BY: _____
Ric L. Bradshaw, Sheriff

BY: _____

Title: Sheriff

Print Name: _____

Title: _____

Witness: _____
Eric Coleman, Major

Witness: _____

DATE: _____

DATE: _____



RESOLUTION 52-2019

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF SOUTH BAY, FLORIDA, APPROVING A
SCHEDULE FOR THE REGULAR CITY COMMISSION
MEETING DATES FOR CALENDAR YEAR 2020;
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 286.011, Florida Statutes, also known as the "Florida Public Meeting Law" requires, in part, that municipal boards and commissions provide reasonable notice of all meetings; and

WHEREAS, it is appropriate for municipalities to cancel regular meetings falling on or in close proximity to national holidays and election dates; and

WHEREAS, the City Manager requests approval of a Regular City Meeting schedule for calendar year 2020, attached as Exhibit "A", as well as the cancellation of regular meetings to be held on the following dates: January 21, 2020; March 17, 2020, June 16, 2020, July 07, 2020; August 18, 2020, November 17, 2020 and December 15, 2020.

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 City Commission Meeting Schedule for calendar year 2020. The City Commission of the City of South Bay hereby approves and adopts the schedule of Regular City Commission Meetings, as set forth in Exhibit "A" attached hereto, along with cancellation dates for regular meetings January 21, 2020; March 17, 2020, June 16, 2020, July 07, 2020, August 18, 2020; November 17, 2020 and December 15, 2020.

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

PASSED and ADOPTED this 5th day of November 2019.

Joe Kyles , Mayor

Moved by: _____

Seconded by: _____

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

VOTE:

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

2020

SOUTH BAY CITY COMMISSION CALENDAR

JANUARY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

01 New Year's Day
20 M.L.King Day

07 Regular Session
21 Regular Session
CANCELLED

JULY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

03 Independence Day

07 Regular Session
CANCELLED
21 Regular Session

FEBRUARY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

17 Presidents Day

04 Regular Session
18 Regular Session

AUGUST						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

18 Primary Election

04 Regular Session
18 Regular Session
CANCELLED

MARCH						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

17 Election Day

03 Regular Session
17 Regular Session
CANCELLED

SEPTEMBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

07 Labor Day

01 Regular Session
15 Regular Session

APRIL						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

07 Regular Session
21 Regular Session

OCTOBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12 Columbus Day

06 Regular Session
20 Regular Session

MAY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25 Memorial Day

05 Regular Session
19 Regular Session

NOVEMBER						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

03 National Election Day

11 Veterans Day
26 Thanksgiving Day
27 Day After Thanksgiving
03 Regular Session
CANCELLED
17 Regular Session

JUNE						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

02 Regular Session
16 Regular Session
CANCELLED

DECEMBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

24 Christmas Eve
25 Christmas Day

01 Regular Session
15 Regular Session
CANCELLED

EXHIBIT "A"

2020 SOUTH BAY CITY COMMISSION CALENDAR

- January 07, 2020
- February 04, 2020
- February 18, 2020
- March 03, 2020
- April 07, 2020
- April 21, 2020
- May 05, 2020
- May 19, 2020
- June 02, 2020
- July 21, 2020
- August 04, 2020
- September 01, 2020
- September 15, 2020
- October 06, 2020
- October 20, 2020
- November 03, 2020
- December 01, 2020

RESOLUTION NO. 53-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO FINANCES, PROVIDING FOR AMENDMENTS TO THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, as required by Section 200.065, Florida Statutes, the City Commission of the City of South Bay held a public hearing on September 25, 2018 to adopt the annual budget for fiscal year 2018-2019; and

WHEREAS, on September 25, 2018, the City Commission adopted Resolution 48-2018 setting forth the appropriations for General Fund Budget estimated for the Fiscal Year 2018-2019 in the amount of Two Million One Hundred Eighty-Four Thousand Three Hundred Thirty-Six Dollars (\$2,184,336.00); and Capital Project Fund estimated total sum of Two Million, Six Hundred Four Thousand, Seven Hundred and Fifty Dollars (\$2,604,750.00); and

WHEREAS, it is necessary to amend the fiscal year 2018-2019 General Fund Budget to recognize an increase in revenue by One Hundred Sixteen Thousand Two Hundred Seventy-Three Dollars (\$116,273.00), which would represent increases in the various revenues as they are outlined on Budget Amend No. #1; and

WHEREAS, in amending the budget, it is further necessary to recognize additional expenses as follows: an increase of \$23,000.00 in (101) Legislative Department; and increase of \$9,580.00 in (111) City Manager Department; an increase of \$5,000.00 in (121) City Clerk Department; an increase of \$8,800.00 in (131) Finance Department; an increase of \$1,650.00 in (161) Human Resources Department; an increase of \$6,123.00 in (191) Non-Department; an increase of \$44,970.00 (311) Community Development Department; an increase of \$31,150.00 in (711) Parks and Recreation Department and an increase \$4,000.00 in (811) Public Works; and

WHEREAS, it is necessary to amend the fiscal year 2018-2019 Capital Project Fund Budget by Two Hundred Thirty-Three Thousand and Two Hundred Seventy-Six Dollars (\$233,276.00) due to Design of Tanner Park Building and additional work performed in Tanner & Cox Parks and it was approved by State of Florida, Division of Emergency Management and Palm Beach County as they are outlined on Budget Amend No. #2; and

WHEREAS, the budget amendment is an effective increase of One Hundred Sixteen Thousand Two Hundred Seventy-Three Dollars (\$116,273.00), which would represent increases in General Fund and Two Hundred Thirty-Three Thousand and Two Hundred Seventy-Six Dollars (\$233,276.00) in Capital Project Fund.

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. Amendment of Budget. The City of South Bay, Florida hereby amends fiscal year Budget beginning October 1, 2018 and ending September 30, 2019 as set forth herein to recognize a supplemental appropriation to the General Fund budget in the amount of One Hundred Sixteen Thousand Two Hundred Seventy-Three Dollars (\$116,273.00), to the General Fund Budget bringing the total amount to Two Million Three Hundred Thousand Six Hundred Nine Dollars (\$2,300,609.00) and Two Hundred Thirty-Three Thousand Two Hundred Seventy-Six Dollars (\$233,276.00) to Capital Project Fund Budget bringing the total budget to Two Million Eight Hundred Thirty Eight Thousand Twenty-Six Dollars (\$2,838,026.00). The appropriations are described in amendments to the budget worksheet attached hereto as Exhibit "A".

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

PASSED and ADOPTED this 5th day of November, 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)

Budget Adjustment - GF 001

Type of Budget Adjustment

Various Departments	Intra-Department Transfer	
	Inter-Department Transfer	X
	Supplemental Appropriation	X

Account Description Expenses	Fund	Dept.	Account	Adopted Budget	Total Current Fiscal to Date	Available Budget	Increase (Decrease)	Adjusted Budget
Salary	001	101	512100	43,500	45,000	(1,500)	1,500	45,000
Travel	001	101	540100	10,500	26,941	(16,441)	16,500	27,000
Employee Development	001	101	554300	2,150	6,753	(4,603)	5,000	7,150
Salary	001	111	512100	144,966	145,424	(458)	500	145,466
Travel	001	111	540100	10,500	12,925	(2,425)	3,000	13,500
Employee Development	001	111	554300	1,500	2,485	(985)	1,000	2,500
Auto Lease	001	111	580000	3,020	8,096	(5,076)	5,080	8,100
Salary	001	121	512100	53,255	57,857	(4,602)	5,000	58,255
Salary	001	131	512100	127,862	135,550	(7,688)	8,800	136,662
Salary	001	161	512100	12,355	13,971	(1,616)	1,650	14,005
Operating Supplies	001	191	552100	10,000	11,594	(1,594)	1,600	11,600
Special Project	001	191	556210	10,000	17,770	(7,770)	8,000	18,000
FEMA - Balance	001	191	570000	-	5,059	(5,059)	5,060	5,060
Contingency	001	191	599000	27,287	39,142	(11,855)	12,713	40,000
Equipment	001	191	644000	-	9,037	(9,037)	9,500	9,500
Professional Services	001	191	531300	77,745	54,268	23,477	(20,000)	57,745
Insurance	001	191	545100	61,350	37,712	23,638	(10,750)	50,600
Salary	001	311	512100	83,630	89,227	(5,597)	6,370	90,000
Professional Services	001	311	531300	10,000	42,738	(32,738)	33,000	43,000
Auto Insurance	001	311	545100	1,000	2,850	(1,850)	1,850	2,850
R & M Vehicles	001	311	546500	1,000	4,628	(3,628)	3,750	4,750
Total Increase				691,620	769,027	(77,407)	99,123	790,743

To amend the fiscal 2018-19 budget in Legislative Dept. for additional expenses related to salary, travel and employee development; additional expenses related to salary, travel, employee development and auto lease in City Manager Dept.; additional payroll expenses in City Clerk, Finance and Human Resources; FEMA deduction for Hurricane Wilma; additional expenses for toys give away during holiday; additional expenses in contingency for purchase of chairs for city's chamber; roof repair; lawn maintenance for code enforcement; building maintenance for old post office; electrical service for electrical poles; purchase of an ice machine and updated Microsoft Office for all employees in non departmental; payroll expenses; professional fees for flood control project; auto insurance & auto repairs in Community Development Department

Approval Request:

Department Head

Approved as to Availability of Funds

Finance Director

Date

Date

Budget Adjustment - GF 001

Type of Budget Adjustment

Department: various Departments

Intra-Department Transfer	
Inter-Department Transfer	X
Supplemental Appropriation	X

Account Description Expenses	Fund	Dept	Account	Adopted Budget	Total Current Expenditures to Date	Available Budget	Increase	Adjusted Budget
Balance Carried from Page 1				691,620	769,027	(77,407)	99,123	790,743
Travel	001	711	540100	2,500	4,680	(2,180)	2,200	4,700
Auto Insurance	001	711	545100	1,150	1,650	(500)	750	1,900
R & M Building	001	711	546200	2,250	4,403	(2,153)	2,400	4,650
R & M Vehicle	001	711	548500	1,300	3,230	(1,930)	2,000	3,300
Gas & Oil	001	711	552200	1,500	2,702	(1,202)	1,300	2,800
Bay Fest	001	711	556100	5,000	9,391	(4,391)	4,500	9,500
R & M Vehicle	001	811	546500	4,000	7,476	(3,476)	4,000	8,000
Total Increase				709,320	802,569	(93,239)	116,273	825,593
Account Description Revenues	Fund	Dept	Account	Adopted Budget	Total Current Revenues to Date	Available Budget	Increase	Adjusted Budget
Building Permits	001	032	322000	57,500	124,174	66,674	65,273	122,773
EPA Flood Control Grant	001	033	334413	-	-	-	35,000	35,000
Interest Income	001	036	361100	10,000	16,070	6,070	6,000	16,000
Insurance Refund	001	036	363290	-	7,816	7,816	7,000	7,000
Donations	001	036	366450	10,000	13,215	3,215	3,000	13,000
Total Increase				77,500	161,275	83,775	116,273	193,773

additional travel expense for annual DOJ event, auto insurance, repair A/C maintenance and Oil & gas for P & R department, and auto repair for Public Work department. Additional revenues projected for building permits, approved a grant from FL. EPA for flood waterway additional interest income and donations, and insurance refund from FL league of Cities and Aetha.

Approval Request
 Department Head
 Approved as to Availability of Funds
 Finance Director

Date
 Date
 Date

Approved by City Commission Meeting of

RESOLUTION NO. 54-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF SOUTH BAY AND BURNADETTE NORRIS-WEEKS, P.A. FOR THE PROVISION OF LEGAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is required by its City Charter to enter into a contract with the City Attorney; and

WHEREAS, by a majority vote of the City Commission and following a procurement process soliciting a qualified firm, Attorney Burnadette Norris-Weeks, P.A. ("Attorney") was selected as the City Attorney at a Special Meeting held on April 22, 2014; and

WHEREAS, On May 6, 2014, the City Commission formally appointed Attorney pursuant to a resolution passed by the City Commission for which a contract was entered into by the parties on said day; and

WHEREAS, the City acknowledges the consistent high quality work that has been performed by Attorney over several years and the parties desire to increase the monthly retainer by \$2,500.00.

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

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 Amendment.** The City Commission of the City of South Bay hereby approves an Amendment to the Professional Services Contract between Burnadette Norris-Weeks, P.A. and the City of South Bay for the provision of legal services, attached hereto as Exhibit "A".

Section 3. **Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 5th day of November 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)

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT to the PROFESSIONAL SERVICES CONTRACT ("Professional Services Contract") is hereby made and entered into, in duplicate, in Palm Beach County, Florida, this 5th day of November 2019, by and between the City of South Bay, Florida, hereinafter referred to as "City," being party of the first part, and the law firm of Burnadette Norris-Weeks, PA, hereinafter referred to as "Attorney" or "City Attorney" being party of the second part.

WHEREAS, the City is required by its City Charter to enter into a contract with the City Attorney; and

WHEREAS, by a majority vote of the City Commission and following a procurement process soliciting a qualified firm, Attorney was selected as the City Attorney at a Special Meeting held on April 22, 2014; and

WHEREAS, On May 6, 2014, the City Commission formally appointed Attorney pursuant to a resolution passed by the City Commission for which a contract was entered into by the parties on said day; and

WHEREAS, the City acknowledges the consistent high quality work that has been performed by Attorney over several years and the parties desire to increase the monthly retainer by \$2,500.00.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed and covenanted as follows:

IT IS MUTUALLY AGREED by and between City and Attorney as follows:

1. Page 1, Paragraph 4.0 of the Contract (entitled "Payment for Professional Services Rendered") shall be amended as follows:

4.0 PAYMENT FOR PROFESSIONAL SERVICES RENDERED. *Unless otherwise agreed, full payment and compensation for Attorney's professional services rendered pursuant to this Professional Services Contract shall be \$7,500 per month for legal services performed.*

In the event of termination, Attorney shall be entitled to such compensation as shall have accrued to the end of the month terminated.

2. Page 2, Paragraph 8.0 of the Agreement (entitled "Notices") shall be amended to change the name of the Mayor for the City from Shanique Scott to Joe Kyles with the address and all other information contained within 8.0 remaining the same.

3. Except as expressly set forth herein, all other terms and conditions in the Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Contract, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date first above written.

CITY OF SOUTH BAY

ATTEST:

City Clerk

BY: _____
Joe Kyles, Mayor

ATTORNEY

WITNESSES:

_____ BY: _____
Burnadette Norris-Weeks, Esq.
For Burnadette Norris-Weeks, P.A.



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: October 31, 2019
Ref: Weekly check register

Enclosed, please find the summary of check register as of October 31, 2019:

General Fund

• Utility:		
Comcast	\$	328.31
AT & T		681.40
PBC water Utility		1,535.49
• Bank of America		5,011.98
• United Health		15,954.84
• PBC Sheriff		31,066.84
• Meridian Point Consulting		5,000.00
• Clarke		2,346.28
• Palm Beach Post		2,056.25
• Cougar Mountain		1,851.00
• Deposit refund		450.00
• Purchased of supplies, materials and parts		1,086.56
• Payment for various services		5,230.59
• Payroll deductions		2,065.05
• Other		5,488.94
		<hr/>
	Total	\$ 80,153.53

Capital Project Fund

Carbon Design \$ 11,700.00
\$ 11,700.00

Sanitation Fund

Waste Management \$ 34,442.48

AP Check Register Report

City Of South Bay (CSBFND)

10/29/2019 9:07:06 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12113	BANK OF AMERICA, NA	BANK OF AMERICA	10/28/2019	5,011.98
12114	BRIAN MOORE	Brian Moore	10/28/2019	500.00
12115	CLARKE	CLARKE	10/28/2019	1,070.47
12116	COMCAST	COMCAST	10/28/2019	209.50
12117	DAVID HOBBS	DAVID HOBBS	10/28/2019	150.00
12118	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	10/28/2019	637.79
12119	FEDERAL EXPRESS	FEDERAL EXPRESS	10/28/2019	114.27
12120	FLORIDA CITY	FLORIDA CITY AND COUNTY MANAGEMENT	10/28/2019	324.00
12121	FLORIDA LEAGUE 2	FLORIDA LEAGUE OF CITIES	10/28/2019	675.00
12122	FORD CREDIT DEPT 67-4	FORD CREDIT COMPANY LLC	10/28/2019	899.74
12123	HYDRAULIC SUPPLY	HYDRAULIC SUPPLY	10/28/2019	492.48
12124	IAMAW	IAMAW	10/28/2019	350.16
12125	LIBERTY NATIONAL	LIBERTY NATIONAL	10/28/2019	566.49
12126	MERIDIAN POINT CONSUI	MERIDIAN POINT CONSULTING LLC	10/28/2019	5,000.00
12127	MUTUAL OF OMAHA	MUTUAL OF OMAHA	10/28/2019	286.76
12128	NORTHERN PALM BEACH	NORTHERN PALM BEACH COUNTY	10/28/2019	1,550.00
12129	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	10/28/2019	15,533.42
12130	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	10/28/2019	1,535.49
12131	PERFORMANCE NAPA	PERFORMANCE NAPA	10/28/2019	253.87
12132	PRIMESTAR DIGITAL NETI	PRIMESTAR DIGITAL NETWORK	10/28/2019	374.00
12133	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	10/28/2019	230.00
12134	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	10/28/2019	778.56
12135	TRACY PARKE	TRACY PARKE	10/28/2019	150.00
12136	TYSHIA R. CROSS	TYSHIA CROSS	10/28/2019	150.00
12137	UNITED HEALTH CARE	UHS PREMIUM BILLING	10/28/2019	15,954.84
12138	WALMART COMMUNITY	WAL-MART COMMUNITY	10/28/2019	215.23
12139	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	10/28/2019	239.84
Non-Electronic Transactions:				53,253.89
Total Transactions:				53,253.89

AP Check Register Report
City Of South Bay (CSBFND)

10/22/2019 1:59:45 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12110	AN ABSOLUTE BLAST W/	AN ABSOLUTE BLAST WITH PINKY'S PARTIES	10/22/2019	350.00
12111	MAGIC BOUNCE N-FLATAI	MAGIC BOUNCE N-FLATABLES AND PARTY RENTAL I	10/22/2019	270.00
12112	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	10/22/2019	200.00
Non-Electronic Transactions:				820.00
Total Transactions:				820.00

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

10/18/2019 11:48:54 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12109	OMAR SHEPPARD	OMAR SHEPPARD	10/18/2019	132.00
Totals:			Total Transactions:	132.00

AP Check Register Report City Of South Bay (CSBFND)

10/17/2019 12:23:04 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
12089	AT&T MOBILITY	AT&T MOBILITY -ROC	10/17/2019	681.40
12090	BETTY BARNARD	BETTY BARNARD	10/17/2019	166.04
12091	CHRISTOPHER E. BENJA	CHRISTOPHER E. BENJAMIN	10/17/2019	495.00
12092	CLARKE	CLARKE	10/17/2019	1,275.81
12093	COMCAST	COMCAST	10/17/2019	118.81
12094	COUGAR MOUNTAIN SOF	COUGAR MOUNTAIN SOFTWARE	10/17/2019	1,851.00
12095	FEDERAL EXPRESS	FEDERAL EXPRESS	10/17/2019	71.98
12096	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	10/17/2019	1,284.34
12097	GEORGE SANDIFORD	GEORGE SANDIFORD	10/17/2019	49.76
12098	JOE KYLES	JOE KYLES	10/17/2019	166.04
12099	JOHN DEERE FINANCIAL	JOHN DEERE FINANCIAL	10/17/2019	496.63
12100	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS &	10/17/2019	254.00
12101	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	10/17/2019	480.00
12102	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	10/17/2019	15,533.42
12103	PBCMCA / FACC 2016 SAC	PALM BEACH COUNTY MUNICIPAL CLERKS ASSOCI/	10/17/2019	35.00
12104	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	10/17/2019	349.00
12105	ROLFE & LOBELLO, P.A.	ROLFE & LOBELLO, P.A.	10/17/2019	130.00
12106	THE PALM BEACH POST	PBN REMITTANCE ADDRESS	10/17/2019	2,056.25
12107	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	10/17/2019	124.98
12108	VRC	VRC	10/17/2019	328.18
Non-Electronic Transactions:				25,947.64
Total Transactions:				25,947.64

AP Check Register Report
City Of South Bay (CSBFND)

10/15/2019 2:10:57 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
167	CARBON DESIGN & ARCH	CARBON DESIGN & ARCHITECTURE	10/15/2019	11,700.00
Non-Electronic Transactions:				11,700.00
Total Transactions:				11,700.00

AP Check Register Report
City Of South Bay (CSBFND)

10/29/2019 11:16:10 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
200	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	10/29/2019	34,442.48
Non-Electronic Transactions:				34,442.48
Total Transactions:				34,442.48



Celebration of Literacy

You are invited to come out and read to our students.

City of South Bay, FL

Calling all City Commissioners and Staff,

To Read for the Record: Reading to the students in our community

Beginning October 15, 2019-November 27, 2019

At Schools in the City of South Bay

In support of the Literacy Coalition, whose mission is to improve the quality of life in our community by promoting and achieving literacy.

SCHOOL	DATE	TIME
<u>Rosenwald Elementary School</u> 1321 Dr Martin Luther King Jr Blvd, South Bay, FL 33493	October 16-18	Open
<u>Lutheran Services Head Start</u> 900 US-27, South Bay, FL 33493	October 31, 2019	10:00 am
<u>ABC Playschool</u> 1165 Martin Luther King Blvd South Bay, FL 33493	November 07, 2019	10:00am
<u>Fortin Family Development</u> 110 Harrelle Dr, South Bay, FL 33493	November 07, 2019	2:30pm
<u>East Coast Migrant Head Start</u> 475 US-27, South Bay, FL 33493	To be announced	



WALK WITH THE MAYOR



City of South Bay invites you to walk with the Mayor!

Mayor Kyles wants to encourage all residents of City of South Bay to exercise regularly to enjoy the benefits of better health. Join Mayor Kyles as he walks the Track at Tanner Park! Come out and walk with The Mayor! Eat Breakfast with The Mayor!

Dates:	Walk Starts at:
October 19, 2019	6:30 am- 9:30 am
November 16, 2019	6:30 am- 9:30 am
December 21, 2019	6:30 am- 9:30 am

Location: Tanner Park Recreation Center
105 Dr. Martin Luther King Jr Blvd,
South Bay, FL 33493



Healthier Glades
Unlocking Our Community Strengths



WEEKLY UPDATE



October 28, 2019



Benvenuto Restaurant, Boynton Beach, FL

NOVEMBER MEETINGS

- **DATE:** NOVEMBER 27, 2019
- **TIME:** 11:30AM
- **LOCATION:** BENVENUTO RESTAURANT, 1730 N. FEDERAL HWY, BOYNTON BEACH
- **GUEST SPEAKER(S):** "Boynton Beach Now and in the Future"

**PLEASE RSVP FOR THIS EVENT
EARLY
NO ADMITTANCE WITHOUT RSVP!**

If you have RSVP'd to an event and you are no longer attending please contact our office.