



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

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER
TUESDAY, FEBRUARY 1, 2022

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

CITY WORKSHOP AGENDA

CITY HALL CHAMBER

TUESDAY, FEBRUARY 1, 2022

6:30 PM

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

3.a. Sidewalk Quality and Safety Assessment

Presenter:

Chaz Smith, Risk and Safety Consultant
Florida League of Cities

3.b. For Profit and Not-For-Profit Small Business Assistance Program

Administration: City of South Bay American Rescue Plan Act

Presenters:

Leondrae D. Camel, City Manager
Ayiana Bent, ARPA Pathway Navigator

3.c. Agenda Items

4. ADJOURNMENT

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER

TUESDAY, FEBRUARY 1, 2022

7:00 PM

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

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

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

- 1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
- 2. DISCLOSURE OF VOTING CONFLICTS**
- 3. PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)**
 - 3.a. 37th Annual Martin Luther King Oratorical Contest Winners**

Presenters:
Bruce Hightower, Rosenwald Elementary Principal
Sandra Lusunariz, Rosenwald Elementary Staff
- 4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
 - 4.a. Jeff Willis, MCA Fishing 21**

MCA Fishing Sponsorship and Exposition Materials
- 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.

 - 5.a. Regular City Workshop and City Meeting**
Approval of City Minutes – January 04, 2022
 - 5.b. Regular City Workshop and City Meeting**
Approval of Meeting Agenda- February 01, 2022
- 6. RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
 - 6.a. RESOLUTION 01-2022**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2021; PROVIDING FOR EFFECTIVE DATE

6.b. RESOLUTION 02-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A LEASE AGREEMENT WITH FEDERATION OF FAMILIES OF FLORIDA, INC., RELATING TO THE LEASE OF PROPERTY LOCATED AT 101 N.W. 1st AVENUE WITHIN THE CITY LIMITS, KNOWN AS "COMMERCE CENTER"; AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE

6.c. RESOLUTION NO. 03-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR THE PEOPLE OF PURPOSE, INC. EVENT AT TANNER PARK FACILITY AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

6.d. RESOLUTION NO. 04-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) SUBRECEIPT AGREEMENT; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE

7.a. ORDINANCE NO 01-2022

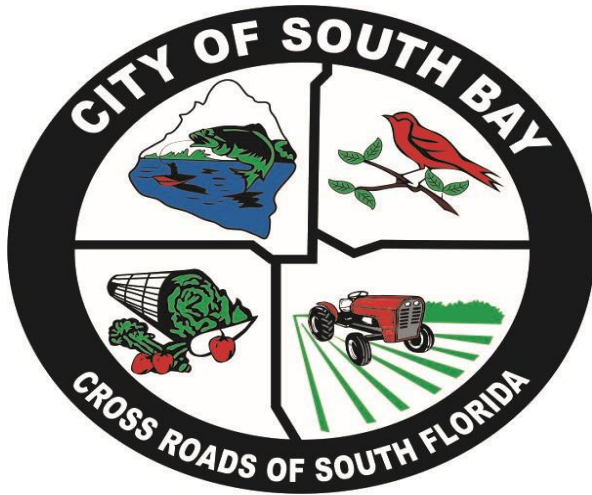
AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA, APPROVING A SMALL-SCALE FUTURE LAND USE MAP/COMPREHENSIVE PLAN AMENDMENT IN ORDER TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCEL NO. 58-36-44-10-00-000-1080 GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; WEST OF THE N. NEW RIVER CANAL; AND, NORTH OF ROCK ROAD COMPRISING APPROXIMATELY 22.9 ACRES AND LEGALLY DESCRIBED HEREIN IN "EXHIBIT A" OF THE SAMJACK BLACKSTONE APPLICATION AND AS ATTACHED HERETO FROM RLD - RESIDENTIAL LOW DENSITY FUTURE LAND USE DESIGNATION TO IND - INDUSTRIAL DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE

7.b. ORDINANCE NO. 02-2022

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA TO RE-ZONE PARCEL NO. 58-36-44-10-00-000-1080, KNOWN AS THE SAMJACK BLACKSTONE, LLC SITE AND GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; WEST OF THE N. NEW RIVER CANAL: AND, NORTH OF ROCK ROAD COMPRISING APPROXIMATELY 22.9 ACRES; AS LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' AND ATTACHED HERETO FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT ZONING TO I-L LIGHT INDUSTRIAL DISTRICT

ZONING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT
AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE

- 8. ROSENWALD ELEMENTARY SCHOOL**
- 9. FINANCE REPORT**
 - 9.a.** Finance Report
- 10. CITY CLERK REPORT**
- 11. CITY MANAGER REPORT**
 - 11.a.** Road Construction Projects Change Orders
 - 11.b.** Ethics Training
 - 11.c.** Traffic Report Update
 - 11.d. Message Signs**
- 12. CITY ATTORNEY REPORT**
- 13. FUTURE AGENDA ITEMS**
- 14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER**
- 15. ADJOURNMENT**



American Rescue Plan Act (ARPA)

*Subrecipient Grant Application
Small Business Assistance Program*

February 1, 2022, at 6:00pm
City Commission Chamber

Created for:
The City of South Bay
By Aiyana Bent, ARPA Pathway Navigator

American Rescue Plan Act (ARPA)

Compliance and Reporting

❖ Purpose

To ensure that the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) are used for eligible purposes and to determine the procedures for distribution, monitoring, tracking of implementation and expenditures, record retention, and reporting of funding for services, programs, and interventions either directly or through existing evidence-based programs, agencies, and non-profits.

❖ Policy

The City of South Bay is a recipient of Federal agency (U.S. Treasury) Coronavirus State and Local Fiscal Recovery Funds. On September 21, 2021 the South Bay City Commission approved the City's ARPA Spending Framework which allows for subawards of Fiscal Recovery Funds to subrecipients for the purpose of carrying out part of the Federal award. This qualifies the City as a "pass-through entity."

Requirements for pass-through entities (Reference § 200.332)

All pass-through entities must:

- Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information in the agreement at the time of the subaward. If any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.*

Compliance and Reporting Guidance

Eligibility: Under this program, recipients are responsible for ensuring funds are used for eligible purposes. Generally, recipients must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries and/or subrecipients. The City, and if applicable, the subrecipient(s) administering a program on behalf of the City, will need to maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility including a valid SAM.gov registration. Implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.

Subrecipient Monitoring: SLFRF recipients that are pass-through entities as defined under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

First, the City must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

Next, the City will need to evaluate each subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as:

- *prior experience in managing Federal funds,*
- *previous audits,*
- *personnel, and*
- *policies or procedures for award execution and oversight.*

Information Checklist For ARPA Partnership Subrecipient Funding

Subawards: Each recipient (the City) of Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) shall provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than or equal to \$50,000. (CSLFRF Compliance and Reporting Guidance. US Treasury Department)

REQUIRED INFORMATION

Information required from ALL Sub-recipients:

- *Subrecipient identifying and demographic information (e.g., DUNS number and location)*
- *Award amount, and description of project*
- *Project budget (include identification of any administrative costs)*
- *Award payment method (reimbursable or lump sum payment(s). If requesting lump payment, please provide reason.*
- *Primary place of performance*
- *Period of performance start date*
- *Project status (not started, completed less than 50%, completed 50% or more , completed)*
- *Period of performance end date*
- *Additional programmatic performance indicators for select Expenditure Categories.*
- *Compliance with Title VI of the Civil Rights Act of 1964 (on an annual basis)*

City of South Bay American Recovery Plan Act (ARPA)

- *City of South Bay American Recovery Plan Act (ARPA) Not-For-Profit/For-Profit Subrecipient Grant Application.*
- *City of South Bay American Recovery Plan Act (ARPA)Not-For-Profit/For-Profit Subrecipient Application Small Business Assistance Program Administration.*

Thank you!

For more information:

Call 561-996-6751

or

Email arpa@southbaycity.com



**37th Annual Dr. MLK Oratorical Contest Winners
January 12, 2022**

Tie*

Grades K-2

1 st Place	Mariah Muro (Gr. 1), Pioneer Park Elementary*
1 st Place	Layla Rodriguez (Gr. 1), Pioneer Park Elementary*
2 nd Place	King Green (Gr. 2), Rosenwald Elementary

Grades 3-5

1 st Place	Khalia Thomas (Gr. 3), Pioneer Park Elementary
2 nd Place	Benjamin Edouard (Gr. 4), Pioneer Park Elementary
3 rd Place	Braxton Huggins (Gr. 3), Pioneer Park Elementary

Grades 6-8

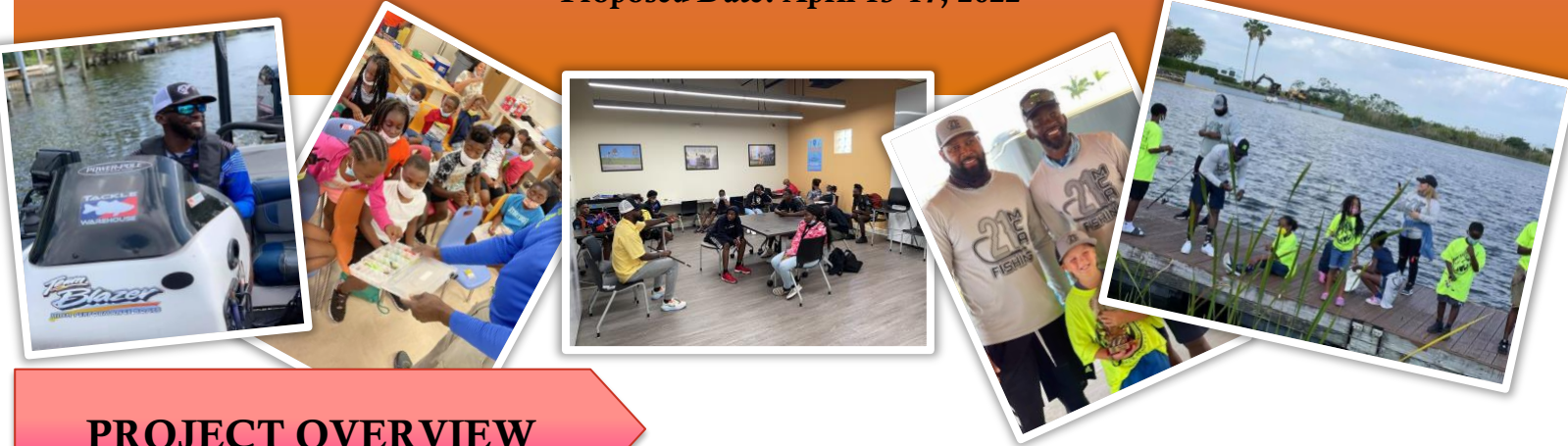
1 st Place	Aizen Holloway (Gr. 8), Lake Shore Middle*
1 st Place	Omarian Mathis (Gr.7), Lake Shore Middle*
2 nd Place	Christella Flezinord (Gr. 6), Lake Shore Middle

Grades 9-12

1 st Place	Jermaine Lovely (Gr. 12), Glades Central High
2 nd Place	Jada Lovely (Gr. 11), Glades Central High
3 rd Place	E'Rinze Murphy (Gr. 10), Glades Central High

The Muck City Angler's 3rd Annual Fishing Exposition & Tournament

Proposed Date: April 15-17, 2022



PROJECT OVERVIEW

Dear Prospective Donors and Sponsors,

ITS THAT TIME AGAIN! The Muck City Angler is back and excited for the **3rd Annual Fishing Exposition** and more is added to the experience:

- A 2-day Bass Fishing Tournament
- Country Music Performances
- More Food and Retail Vendors
- More Fun & Games

We are very grateful and thankful for what our sponsors, just like you, have done in the past. Because of your contributions, we kicked off our **Total MCA Experience** and touched the lives of over 200 kids in 2021 through the sport of fishing. The Goal to double that number this year (2022) and provide more experiences to the Glades citizens and surrounding communities through our new Scholarship Initiative. To better serve the Glades communities and further the education of our youth, our 2022 goal is:

\$35,000.00

MCA Fishing cannot make this happen without you and your monetary contributions, so we are offering multiple sponsorship, advertisement, and partnership opportunities throughout the 2022 fishing season.

All contributions can be mailed to:
**432 W Canal Street South,
Belle Glade, FL 33430**

Please make all checks payable to: **Muck City Angler Fishing, LLC**



Boys & Girls Club Teen Center Summer 2021



Rosenwald Elementary Summer 2021

ESTIMATED BUDGET (Breakdown)

	Item Description	Site /Location	For/Day	Projected Cost	Quantity	Total Cost
1.	Gift Bags	Oriental Trading	Angler's Welcome/Gift Bag Friday	9.99 for 12	9	\$90.00
2.	Retractable Business Banner	Design By Diva Chandra	Weekend Friday-Sunday	170.00	2	\$340.00
3.	Bullhorn	Amazon	Tournament announcements Friday-Sunday	65.99	1	\$66.00
4.	Trophies	KPA Promotions	Kids/Adults Tournament Saturday & Sunday	50.00	2	\$100.00
5.	Big Check Presentation	Amazon	Winner's Presentation Saturday-Sunday	90.00	1	\$90.00
6.	Hanging Banner	Design By Diva Chandra	Weekend Friday-Sunday	85.00	1	\$85.00
7.	Flyers/ Posters/ Pamphlets	WPB Chinaman	Advertisement Start: Jan. 22	400.00		\$400.00
8.	Fish Weighing Scale	Amazon	Tournament Weigh-ins Saturday & Sunday	50.00	1	\$50.00
9.	Hydro Tubs	Amazon	Tournament Weigh-ins Saturday & Sunday	150.00	2	\$300.00
10.	Carry Water Bags	Amazon	Tournament Weigh-ins Saturday & Sunday	20.00	10	\$200.00
11.	Shirts	Generation Cotton	Weekend Friday-Sunday	1500.00	250	\$1,500.00
12.	Fishing Poles	Amazon	Kids Tournament Saturday	46.00	100	\$4,600.00
13.	Line	Amazon	Kids Tournament Saturday	7.99	100	\$800.00
14.	Tackle Boxes	Amazon	Kids Tournament Saturday	11.99	100	\$1,199.00
15.	Weights	Amazon	Kids Tournament Saturday	6.38	100	\$638
16.	Hooks	Amazon	Kids Tournament Saturday	9.59	50	\$479.50
17.	Tackle	Bruiser Baits	Kids Tournament Saturday	5.00	100	\$500.00
18.	Children Souvenir Bags	Oriental Trading	Kids Tournament Saturday	20.00 for 12	9	\$180.00
19.	Entertainment	City of Belle Glade/ Chamber	Expo Saturday	12,000.00	1 day	\$12,000.00
20.	Food/Drinks	Walmart/ Sam's Club	Event Friday-Sunday	1,000.00/day	3 days	\$3,000.00
21.	DJ	DJ K Black	Event Friday-Sunday	400.00/day	3 days	\$1,200.00
22.	Facility Rental/ Zoning Permits	City of Belle Glade	Event Friday-Sunday	1500/day	3 days	\$4,500.00
23.	Security	PBSO/Explorers	Event Friday-Sunday	1000.00/day	3 days	\$3000.00
	ESTIMATED TOTAL:					\$21,817.00

Items Links

1. <https://www.orientaltrading.com/large-black-tote-bags-12-pc--a2-13632102.fltr?recommendation=Customers%20Also%20Bought&searchTarget=&PdpRedirect=REDIRECT&keyword=tote%20bag&filter=&categoryId=551141>
2. <https://www.bookdivachandra.com/product-page/custom-banner>
3. https://www.amazon.com/MyMealivos-Megaphone-Detachable-Microphone-Lightweight/dp/B07MXCXCTT/ref=sr_1_2_sspa?keywords=bull+horn&qid=1638913289&sr=8-2-spons&psc=1&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUEyTVFSSEJTV1pRTTYxJmVuY3J5cHRlZElkPUEwMjI0ODA3WDFOVEZMWDhPMElDJmVuY3J5cHRlZEFkSWQ9QTA2Nzk0MjgyWFI4OVM5S0hOUTVQJndpZGldE5hbWU9c3BfYXRmJmFjdGlvbj1jbGlja1JlZGlhZWN0JmRvTm90TG9nQ2xpY2s9dHJ1ZQ==\
4. <https://www.kpapromotions.com/p/NXEKE-KARPB/bass-fish-resin-sculpture---12>
5. https://www.amazon.com/Custom-Giant-Check-ABGPrint-Presentations/dp/B08LQXGDF9/ref=sr_1_2_sspa?keywords=big%2Bcheck&qid=1639064916&sr=8-2-spons&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUEzQlpFSUVJQkwxRkg3JmVuY3J5cHRlZElkPUEwOTUwNDY4M1NZMFZBN01QUTITUSZlbnNyeXB0ZWRBZEIkPUEwODcwMTg4MkZaUVlVQk0xMUJEMCZ3aWRnZXROYW1lPXNwX2F0ZiZhY3Rpb249Y2xpY2tSZWRpcmVjdCZkb05vdExvZ0NsaWNrPXRydWU&th=1
6. <https://www.bookdivachandra.com/product-page/custom-banner>
7. <https://www.wpbchinaman.com/products>
8. https://www.amazon.com/Accuteck-Digital-Industry-Shipping-ACB440/dp/B00LPUZP1I/ref=sr_1_17?gclid=CjwKCAiA78aNBhAlEiwA7B76p2EB682HBoy85EEXR9hSqwt4rfP6Cir4qjQrBpu6J4wfezYTM-YVNxoCRmwQAvD_BwE&hvadid=329743038917&hvdev=c&hvlocphy=9012007&hvnetw=g&hvqmt=e&hvrnd=2233007918104801193&hvtargid=kwd-350589721118&hydadcr=9687_9896347&keywords=fishing+tournament+scales&qid=1639065084&sr=8-17
9. https://www.amazon.com/Rubbermaid-Commercial-FG424288BLA-Structural-Capacity/dp/B007IAFCC6/ref=sr_1_19?crid=1P7UY8Q3PL6PU&keywords=livestock+tub&qid=1638914081&sprefix=live+stock+tub%2Caps%2C188&sr=8-19
10. https://www.amazon.com/Gator-Grip-GG-BAG-BLK-Fish-Weigh/dp/B00AMQP37M/ref=asc_df_B00AMQP37M/?tag=hyprod-20&linkCode=df0&hvadid=312125955110&hvpos=&hvnetw=g&hvrnd=1869852801616242612&hvpone=&hvpstwo=&hvqmt=&hvdev=c&hvdvcmdl=&hvlocint=&hvlocphy=9012014&hvtargid=pla-570149547768&psc=1

11. **Generation Cotton and or #Work 21, LLC**

12. https://www.amazon.com/PLUSINNO-Spinning-Graphite-Stainless-Fighting/dp/B08616ZQYJ/ref=sr_1_9?dchild=1&keywords=7ft+combo+fishing+rods&qid=1624295457&sr=8-9
13. https://www.amazon.com/P-Line-Floroclear-Filler-300-Yard-6-Pound/dp/B003CTY502/ref=sr_1_27?crid=I3JFST5P75P5&keywords=12lb%2Bflouro%2Bline&qid=1639105188&sprefix=12lb%2Bflo%2Caps%2C175&sr=8-27&th=1&psc=1
14. https://www.amazon.com/Flambeau-WP4005-Ultimate-Waterproof-Compartments/dp/B00J5XHHUE/ref=sr_1_14_sspa?dchild=1&keywords=beginners+large+tackle+boxes&qid=1624297397&refinements=p_36%3A1253555011&rnid=386589011&s=sporting-goods&sr=1-14-spons&psc=1&spLa=ZW5
15. https://www.amazon.com/Water-Gremlin-Bull-Shot-Pouches/dp/B00019N962/ref=sr_1_1?dchild=1&keywords=WATER+GREMLIN+COMPANY+PBS-4+BULL+SHOT%2FPOUCH+3%2F16OZ+12PK&qid=1624296297&s=sporting-goods&sr=1-1
16. https://www.amazon.com/Damidell-Fishhook-%EF%BC%8CAvailable-Individually-Packaged/dp/B085LCFNLC/ref=sr_1_1?dchild=1&keywords=DAMIDEL%2B50PCS%2BSTRONG%2BHIGH%2BCARBON%2BSTEEL%2BFISHING%2BHOOKS%2CBARDED%2BDESIGN%2CWORKS%2BSENKO%2BSOFT%2BBAIT%2BFISHHOOK%2BSET
17. <https://bruiserbait.com/product-category/baits-standard/>
18. <https://www.orientaltrading.com/medium-little-fisherman-drawstring-bags-12-pc--a2-13733481.fltr?keyword=fishing+bags>

19. Country Singer- Options Search underway with help of Chamber Staff

20. Food -Walmart/ Sam's Club/ Costco/ BJ's/ Cheney Brothers

21. DJ – K-Love/ DJ G-Slym

22. Venue – Lomax Harrell Pavilion and/or Amphitheater

Equipment/Set Up Needs from City of Belle Glade

Stage	Tables	Chairs
Tents	Big Grill	Golf Carts

Please note that this list is subjected to change based on price, availability, and additional planning.



Muck City Angler's Boat Wrap Primary Sponsorship Packages

As I, the Muck City Angler, kick off the 2022 Fishing Season, I look forward to partnering with the Tri-Cities of the Glades Community and those who have supported me in my journey. This boat wrapping opportunity will bring recognition, exposure, and economic development to our area as I travel in and out of South Florida this year for competitions. My boat is a primary source of my branding and is well known to many on our beautiful Lake Okeechobee.



Jeffery Willis, Jr

MUCK CITY ANGLER FISHING, LLC (561) 449-4374

2022 MUCK CITY ANGLER'S BOAT WRAP PRIMARY SPONSORSHIP

Bronze

\$1,000



- Small signage on boat wrap
- Social media exposure
- Logo displayed in 30% of video content
- Logo displayed on jersey

Silver

\$1,500



- Small signage on boat wrap
- Social media exposure
- Logo displayed in 60% of video content
- Logo displayed on jersey

Gold

\$2,000



- Large signage on boat wrap
- Social media exposure
- Name drop in articles and/or interviews
- Logo displayed in 80% of video content
- Logo displayed on jersey
- 1 invitation appearance at function of your choice

Platinum

\$2,500



- Large signage on boat wrap
- Social media exposure
- Name drop in articles and/or interviews
- Logo displayed in 100% of video content
- Logo displayed on jersey, website, all social media accounts
- 2 invitation appearances at functions of your choice



21MCA FISHING

Phone: 561.449.4374

Jeffery L. Willis, Jr.

Muck City Angler's 2022 Bass Fishing Season

YouTube/MCA Fishing21

Facebook/ MuckCity Angler

Instagram/MCA_Fishing21

www.BuiltToLast21.com

Email: MCAFishing21@gmail.com

I am Jeffery L. Willis, Jr. also known as the Muck City Angler. Born and raised on "The Muck" in South Bay, FL., being a competitor runs deep throughout my veins. From high school baseball to professional football, I have always competed to the best of my ability, and now thorough the sport of Fishing.

I am a Husband to my lovely wife, Khadeidra Willis, a Father to my amazing 5-year-old daughter, Fallon Marie Willis and a Bonus Dad to my funny and smart bonus-daughter, Khalia A. Thomas. Growing up, my mother raised me on two strong biblical principles, Faith and Family. These principles alone has carried me through life's most difficult moments.

Fishing has become a true passion of mine and I spend lots of time on Lake Okeechobee studying and researching the arts and crafts of the sport to better my chances of becoming what I strive to be and that is one of the greatest anglers Lake Okeechobee has ever seen. Through work in the field of agriculture, I have taken the knowledge and skills taught to help me navigate the waterways of Lake Okeechobee to my benefit. This year, as I enter a new fishing season, I have set higher expectations and goals for myself, and I am grateful for my amazing family who believe in my dreams and have supported me throughout my journey. To all the many sponsors, donors and Friends of the past, whose helped me along the way, Thank You.

+ This year as I kick off the 2022 Fishing Season, to help reach my goals I need sponsors like you. I will be offering a variety of sponsorship packages so that we will be a benefit to each other as the bible tells us "Two are better than one, for if either of them fall, one can help the other." Ecclesiastes 4:9-10



2022 Tournament Series

Date	Series	Location
January 12th	ABAs	Roland Martin Marina, Clewiston, FL
January 22 nd	BFLs	Harris Chain of Lakes, Leesburg, FL
February 3rd–5th	Toyota	Roland Martin Marina, Clewiston, FL
February 12 th	BFLs	Lake Toho, Kissimmee, FL
February 19 th	ABAs	Scott Driver, Okeechobee, FL
March 5 th	BFLs	Harris Chain of Lakes, Leesburg, FL
March 26 th	ABAs	Roland Martin Marina, Clewiston, FL
April 2 nd	BFLs	Roland Martin Marina, Clewiston, FL



Date	Series	Location
May 7 th	Roland's	Roland Martin Marina, Clewiston, FL
May 14 th	ABAs	Scott Driver, Okeechobee, FL
June 11 th	Roland's	Roland Martin Marina, Clewiston, FL
September 17-18	ABAs Championship	Lake Toho, Kissimmee, FL
September 24-25	BFLs Championship	Roland Martin Marina, Clewiston, FL
October 8 th	Roland's	Roland Martin Marina, Clewiston, FL
November 19 th	Roland's	Roland Martin Marina, Clewiston, FL
December 10-11	Rolanda	Roland Martin Marina, Clewiston, FL

Tournament Entry Fees

Series	Cost per Tournament
BFLs (MLF Phoenix Bass Fishing League)	\$105.00
ABAs (American Bass Association)	\$210.00
Roland Martin	\$210.00
Toyota MLF	\$550.00
BFLs Championship (2 day)	\$310.00
ABAs Championship (2 day)	\$310.00
Roland Martin Championship	\$310.00



Packages



Bronze
\$500.00



- Social Media Exposure
- Logo on Jersey

Silver
\$750



- Social Media Exposure
- Logo on Jersey
- Small Logo on Boat

Gold
\$1,500.00



- Social Media Exposure
- Logo on Jersey
- Large Logo on Boat

Platinum
\$2,500.00



- Social Media Exposure
- Logo on Jersey
- Large Logo on Boat
- Logo displayed on all video content

* Over 150 Days a year on the water*

CITY OF SOUTH BAY, FL
CITY WORKSHOP
CITY HALL CHAMBER
TUESDAY, JANUARY 04, 2022
6:30PM

Present:

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

Staff:

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

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

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - 3.a. **Federation of Families Lease**
 - 3.b. **Agenda Items**
4. **ADJOURNMENT at 6:54pm**

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, JANUARY 04, 2022
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on January 04, 2022 at 7:00 p.m.

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

Present:

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

Staff:

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

1. CALL TO ORDER, ROLL CALL; PRAY ER, PLEDGE OF ALLEGIANCE

2. DISCLOSURE OF VOTING CONFLICTS: NONE

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

3.a. *Florida Department of Transportation*

Active Road and Bridge Construction Update for Western Palm Beach County

Presenters:

Melissa Readling, *Community Outreach Consultant*
Jessica Lewis, *Construction Project Manager*

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

4.a. **Juan Lusunariz, Valentine Grandison, and Enos Johnson**

Speed bumps/Speeding on SW 12th Avenue

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 Commission, 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.

**5.a. Regular City Workshop and City Meeting
Approval of City Minutes - December 07, 2021****5.b. Regular City Workshop and City Meeting
Approval of Meeting Agenda- January 04, 2022**

Moved By: Commissioner McKelvin

Second By: Commissioner Wilson

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

6. RESOLUTIONS- (Non- Consent) and Quasi-Judicial Hearing, if applicable)**7. ORDINANCE****7.a. ORDINANCE NO 01-2022 (*First Reading*)**

AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA, APPROVING A SMALL-SCALE FUTURE LAND USE MAP/COMPREHENSIVE PLAN AMENDMENT IN ORDER TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCEL NO. 58- 36-44-10-00-000-1080 GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; WEST OF Page 5 of 64 THE N. NEW RIVER CANAL; AND, NORTH OF ROCK ROAD COMPRISING APPROXIMATELY 22.9 ACRES AND LEGALLY DESCRIBED HEREIN IN "EXHIBIT A" OF THE SAMJACK BLACKSTONE APPLICATION AND AS ATTACHED HERETO FROM RLD - RESIDENTIAL LOW DENSITY FUTURE LAND USE DESIGNATION TO IND - INDUSTRIAL DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE

Mayor Kyles opened Ordinance 01-2022 to the Public for comments-No Comments

Moved By: Vice-Mayor Barnard

Second By: Commissioner Berry

7.b. ORDINANCE 02-2022 *(First Reading)*

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA TO REZONE PARCEL NO. 58-36-44-10-00-000-1080, KNOWN AS THE SAMJACK BLACKSTONE, LLC SITE AND GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; WEST OF THE N. NEW RIVER CANAL; AND, NORTH OF ROCK ROAD COMPRISING APPROXIMATELY 22.9 ACRES; AS LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' AND ATTACHED HERETO FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT ZONING TO I-L LIGHT INDUSTRIAL DISTRICT ZONING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE

Mayor Kyles opened Ordinance 02-2022 to the Public for comments-No Comments

Moved By: Commissioner Berry
Second By: Commissioner McKelvin

8. ROSENWALD ELEMENTARY SCHOOL

Mrs. Sandra L. Lusunariz, MSW, RCSWI
School Behavioral Health Professional

8.a. January 12, 2022 at 6:00pm:**MLK Oratorical Contest**

Contest will be held virtually (live streamed) and in-person

- **10 Contestants have entered the contest as of today**
- **All schools have been contacted in regard to contest entry**
- **Deadline for entry is January 05, 2022 but will extend until January 07, 2022**
- **Limited In-person attendance**
Attendance in the Cafeteria and in two other places in the school
- **Mask wearing will be encouraged but not mandated**

9. FINANCE REPORT**9.a. Accounts Payable Report****10. CITY CLERK REPORT****10.a. Palm Beach County Day 2022**

January 11-12, 2022-Tallahassee, FL

10.b. Next scheduled Commission Meeting-February 01, 2022**11. CITY MANAGER REPORT****11.a. Federation of Families Lease****11.b. FDLE Covid Expenditures****11.c. 10 Year Plan for the City of South Bay****11d. City Manager Employment Agreement**

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Mckelvin

- Thanks for coming, be safe

14.b. Commissioner John Wilson

- Thanks for coming out

14.c. Commissioner Esther Berry

- We work well together

14.d. Vice Mayor Betty Barnard:

- Thanks everyone for coming out
- Pushing progress forward

14.e. Mayor Joe Kyles

- Thank you
- Acknowledgements
- Happy New Year

15. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION 01-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2021; PROVIDING FOR EFFECTIVE DATE

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

WHEREAS, the Agreement was executed on September 1, 2019 and HCT has now provided an Engagement Letter for fiscal year 2021 for execution; and

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

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

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

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

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

Independent Audit for the City of South Bay for fiscal year 2021, attached hereto as Exhibit "A", and take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED AND ADOPTED this 1st day of February 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



November 24, 2021

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

We are pleased to confirm our understanding of the services we are to provide the City of South Bay, Florida (the 'City') for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

1) The statistical section

Audit Objective

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

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring

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

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

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

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

You are responsible for identifying all federal awards and state projects received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and the Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures

of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and the Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and the Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

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

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

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

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain

the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

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

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

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

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

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General or any other applicable oversight agency for audits or its designee. If we are aware that a federal awarding agency, pass-through

entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately March 2022 and to issue our reports no later than June 30, 2022. Roderick Harvey, CPA, CVA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

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

Employee Retention

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

Arbitration and Equitable Relief

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

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

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

Very truly yours,

HCT Certified Public Accountants & Consultants, LLC

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

RESOLUTION 02-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A LEASE AGREEMENT WITH FEDERATION OF FAMILIES OF FLORIDA, INC., RELATING TO THE LEASE OF PROPERTY LOCATED AT 101 N.W. 1st AVENUE WITHIN THE CITY LIMITS, KNOWN AS "COMMERCE CENTER"; AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City"), desires to enter into a Lease Agreement with Federation of Families of Florida, Inc. ("Tenant") for the lease of a building located at 101 N.W. 1st Street, South Bay, Florida 33493 known as "Commerce Center" (hereinafter "subject property"); and

WHEREAS, the subject property was intended to serve as a Chamber of Commerce location to further the interests of the local businesses community and residents of the City of South Bay; and

WHEREAS, Tenant has agreed to establish a Chamber of Commerce, in addition to the provision of other activities which will take place as set forth in Exhibit "A", attached hereto (Lease Agreement); and

WHEREAS, the City Commission of the City of South Bay has determined that leasing the subject property is in the best interest of the City.

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

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

Section 2. Approval of Agreement. The City Commission of the City of South Bay approves the Lease Agreement with Federation of Families of Florida, Inc., relating to

property to the lease of property located at 101 N.W. 1st Avenue within the city limits known as "Commerce Center".

Section 3. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Lease Agreement between the City of South Bay and Federation of Families of Florida, Inc., attached hereto as Exhibit "A" hereto.

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

PASSED AND ADOPTED this 1st day of February, 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

USE OF FACILITIES AGREEMENT

between

**FEDERATION OF FAMILIES OF FLORIDA INC.
(Tenant)**

and

**CITY OF SOUTH BAY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(City)**

AGREEMENT

THIS AGREEMENT, made and entered into, February 1, 2022 (the “Effective Date”), by and between Federation of Families of Florida, Inc., a non-profit corporation, hereinafter referred to as "Tenant" and City of South Bay, Florida, a political subdivision of the State of Florida, on behalf of City of South Bay, hereinafter referred to as "City" or “Landlord”.

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain real property in Palm Beach County, Florida, known as South Bay Commerce Center located at, 101 N.W. 1st Street, South Bay, Florida 33493, which property is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the Property is improved with a 1,632 square foot facility (the “Building”) and parking lot (the Building and parking lot are hereinafter referred to as the “Premises”) and City desires to lease the Premises as hereinafter defined for the purpose of establishing a Family Empowerment Center and South Bay Chamber of Commerce; and

WHEREAS, Landlord is willing to lease the Premises to the Tenant for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord leases to Tenant, and the Tenant rents from Landlord the Premises upon the following terms and conditions:

ARTICLE I BASIC AGREEMENT PROVISIONS

Section 1.01 Premises.

The Premises subject to this Lease shall consist of the Property together with any improvements now existing or constructed hereinafter thereon.

The Premises subject to this agreement shall consist of 101 N.W. 1st Street, South Bay, consisting of approximately 1,632 total gross square feet of floor space in the Building.

Section 1.02 Parking and Common Areas.

The use and occupancy of the Premises by Tenant shall include the exclusive right to use parking space(s), as well as exclusive use of the Building, which includes use for the Chamber of Commerce, for which Tenant will allocate a reasonable size space within the Building.

Section 1.03 Length of Term and Effective Date.

The term of this Agreement shall be for one year to commence on the date of full execution of this Lease (the "Effective Date"), and may extend for a period of two (2) additional one (1) year terms thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.04 Extension.

The Term may be extended only in writing signed by both parties. In the event of an extension allowable under the terms of this Agreement, the City Manager shall have the authority to extend for a one-year term if the terms of this Agreement have been fully complied with by Tenant

**ARTICLE II
RENT****Section 2.01 Rent.**

Tenant shall pay Landlord for the use and occupancy of the Premises a monthly rate of Eight Hundred Dollars (\$800.00).

Section 2.02 Payment.

All Rent due hereunder shall be payable on or before the first day of each and every month of the Term of this Lease. The Federation and the City are tax-exempt entities. No sales or use tax shall be included or charged with the Rent. Payment of Rent shall be made to the City of South Bay Finance Department at 335 SW 2nd Avenue, South Bay, Florida 33493.

**ARTICLE III
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT****Section 3.01 Use of Premises.**

The Premises shall be used solely for the establishment and operation of a Family Empowerment Center and a Chamber of Commerce, as more specifically described on Exhibit "B" hereto. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of City.

Section 3.02 Conduct.

Tenant shall not commit waste upon the Premises, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, or use the Premises for any unlawful purpose. Tenant acknowledges that its employees and the Premises shall, throughout the Term of this Lease, be in full compliance with all federal, state, county, and local statutes, laws, rules, and regulations respecting the use and occupancy of the Premises.

Section 3.03 Hazardous Substances.

Tenant shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

Section 3.04 Surrender of Premises.

Upon termination, expiration, or cancellation of this Agreement, Tenant, at its sole cost and expense, shall remove Tenant's personal property and removable fixtures and equipment from the Premises, and shall surrender the Premises to the Landlord. Upon surrender of the Premises, title to any alterations shall vest in Landlord.

**ARTICLE IV
ALTERATION OF LEASED PREMISES**

Section 4.01 Landlord's Work.

Landlord shall not be obligated or required to perform any improvements whatsoever to the Property.

Section 4.02 Tenant's Work.**(a) Alterations.**

Provided that the City has pre-approved the same in writing if required under this Section, Tenant shall be entitled to make alterations, improvements, or additions to the Premises, (hereinafter, collectively "Alterations") at its sole cost and expense. Tenant agrees and acknowledges that all Tenant's Alterations installed on the Premises by Tenant, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit and convenience of Tenant, and not for the benefit of Landlord, such Alterations being nevertheless subject to each and every provision of this Lease. Any Alterations to the Premises, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000), shall require the prior written approval of Landlord in each instance. Tenant shall submit plans and specifications for all such Alterations to Landlord in writing for Landlord's written approval prior to Tenant commencing work on same. Landlord shall provide written response within thirty (30) days after receipt of request therefore by Tenant, failing which Landlord shall be deemed to have consented to such plans and specifications. All work done by Tenant in connection with any

Alterations, repairs, and maintenance on the Premises shall be done in a good and workmanlike manner.

(b) Construction Liens.

Tenant shall comply with the Construction Lien Law, Florida Statutes Chapter 713, Part I, to the extent applicable, in the construction of any Alterations to the Premises and shall obtain a public construction performance bond in accordance with Florida Statutes section 255.05, if required by such statute. In the event a construction lien is filed against the Premises in connection with any work performed by or on behalf of the Tenant, the party performing such work shall promptly cause such lien to be removed from the Premises.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES**

With the exception of maintenance of the outside grounds and repairs that exceed Five Hundred Dollars (\$500), Tenant shall be obligated to ensure that the building is maintained in a tenable condition during the terms of the lease; Landlord shall make all repairs or conduct any maintenance whatsoever to the Property that exceeds Five Hundred Dollars (\$500). Tenant shall provide ordinary course janitorial services at its sole cost and expense. Tenant accepts the premises in the condition they are in on the Effective Date and Tenant agrees that it shall make any repairs to the Premises at its sole cost and expenses.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

Section 6.01 Liability Insurance.

Tenant shall, during the entire Term hereof, provide Landlord with a certificate evidencing self-insurance coverage for comprehensive general liability in the amount of One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The City shall be named as an additional insured for all policies except Workers' Compensation. In the event the Legislature should change the City's exposure by Statute above or below the sums insured against, Tenant shall provide insurance to the extent of that exposure.

Tenant hereby agrees to protect, indemnify, save and hold harmless Landlord from, without limitation, attorney's fees, cost, or expense of any kind imposed upon or incurred by or assessed against Tenant by reasons of (a) any accident, injury to or death of persons, (including workmen) or loss of or damage

to property occurring on or about the premises or any part thereof as a result of any action or failure to take action by Tenant, its servants, employees, guests, licensees and contractor; (b) failure on the part of Tenant to conform or comply with any of the terms of this lease or any law, rule or regulation or (c) performance of any labor or service or the furnishing of any materials or other property in respect to the premises or any part thereof by, or for Tenant. In case any action, suit or proceedings is brought against Tenant for any reason whatsoever, the same shall be resisted and defended by counsel designated by the insurer whose policy covers such occurrence or by counsel designated by Tenant and approved by Landlord. The obligations of Tenant under this paragraph arising by reason of any such occurrence taking place during the term of this lease shall survive any termination of this lease, and constitute a material consideration of this lease.

Section 6.02 Personal Property.

All of Tenant's personal property placed or moved in the Premises shall be at the risk of the Tenant or the owner thereof. Except as otherwise provided herein, Landlord shall not be liable for any damage to such personal property, except to the extent caused by the Landlord, its agents', or its employees' willful or negligent acts or omissions.

ARTICLE VII DAMAGE OR DESTRUCTION OF PREMISES

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease, or any extension thereof, whereby the same shall be rendered untenable, in whole or in part, Tenant shall have the right to terminate this Lease, whereupon the parties shall be relieved of all further obligations hereunder occurring subsequent to the date of such casualty. In the event the Tenant elects to terminate this Lease as provided in this Section, the Rent payable hereunder shall be prorated to the date of the casualty. In the event Tenant does not exercise its right to terminate this Lease due to any such casualty, Landlord shall, if Landlord shall have received insurance proceeds therefore, promptly commence restoration of the Premises and diligently pursue such restoration to completion using materials of like kind and quality or better. The rental due hereunder relating to the portion of the Premises rendered untenable shall be abated from the date of such casualty until completion of such restoration.

ARTICLE VIII UTILITIES AND SERVICES

Tenant shall pay all charges for water, sewer, electricity, internet and telephone utility service to the Premises, except for any balance due prior to the Effective Date.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge, or encumber this Lease in whole or in part, nor sublet all or any portion of the Premises, without Landlord's prior written consent. In the event of an approved assignment, Tenant shall be released from any further obligation hereunder. Any sale, mortgage, pledge, or encumbrance of the Property by Landlord shall be subject to the terms of this Lease.

ARTICLE X DEFAULT

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) failure by Tenant to pay the Rent within fifteen (15) days after receipt of notice from Landlord; (ii) failure by Tenant to perform or observe any of the agreements, covenants, or conditions contained in this Lease on Tenant's part to be performed or observed for more than thirty (30) days after notice from Landlord of such failure; (iii) Tenant's vacating or abandoning the Premises; or (iv) Tenant's leasehold estate being taken by execution, attachment, or process of law. If any Event of Default occurs, then, at any time thereafter while the Event of Default continues, Landlord shall have the right to give Tenant notice that Landlord intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within such period, this Lease will continue.

ARTICLE XI ACCESS BY LANDLORD

Landlord and Landlord's agents and employees shall have the right to enter upon the Premises at all reasonable times to examine the same, and to take such actions are consistent with this agreement and/or Landlord's ownership of the Premises.

ARTICLE XII
ANNUAL BUDGETARY FUNDING/CANCELLATION

This Lease and all obligations of Tenant hereunder are subject to and contingent upon annual budgetary funding needs of the City of South Bay. Notwithstanding anything in this Lease to the contrary, Landlord shall have the right to cancel this Lease for any reason upon ninety (90) days prior written notice to Tenant, whereupon the parties shall be relieved of all further obligation hereunder.

ARTICLE XIII
QUIET ENJOYMENT

Upon the observance and performance of all the covenants, terms, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised and any extensions thereof without hindrance or unreasonable interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV
CONDEMNATION

If all or part of the Premises shall be taken, condemned or conveyed pursuant to agreement in lieu of condemnation for public or quasi public use, the entire compensation or award therefore, including any severance damages, shall be apportioned between Landlord and Tenant in proportion to the value of their respective interests and the rent shall be recalculated effective upon the date of vesting of title in the condemning authority to reflect the reduction in the Premises. Tenant shall also be entitled to receive compensation for the value of any alterations or other improvements made by Tenant to the Premises, if applicable. In addition, Tenant may elect to terminate this Lease in which event this Lease shall terminate effective as of the date title is vested in the condemning authority, whereupon the parties shall be relieved of all further obligations occurring subsequent to the date of termination other than those relating to apportionment of the compensation for such condemnation. In the event the Tenant elects to terminate this Lease as provided in this Article, the Rent payable hereunder shall be prorated to the date of termination. Tenant will be allowed not less than sixty (60) days notice to remove its property from the Premises.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Waiver, Accord and Satisfaction.

The waiver by Landlord of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition, or covenant herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

Section 15.02 Criminal History Records Check

Tenant acknowledges and agrees that all employees, agents, and contractors who are to perform work in a critical facility will be subject to a fingerprint check based criminal history check.

Section 15.03 Public Entity Crimes.

As provided in Florida Statutes 287.132-133, Tenant hereby certifies that neither Tenant nor its employees, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the Effective Date of the Term of this Lease. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

Section 15.04 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions, and understandings between Landlord and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 15.05 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case

may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the Landlord at:
City of South Bay
Attn: City Manager
335 SW 2nd Avenue
South Bay, Florida 33493
Fax: 561-996-7950
- (b) If to the Tenant at:
Federal of Families of Florida, Inc.
Attn: C. Veree Jenkins, CEO
1402 Royal Palm Beach Blvd. Ste. 102
Royal Palm Beach, FL 33411
Fax: 561-246-3318

with a copy to:

Burnadette Norris-Weeks, PA
Attention: Burnadette Norris-Weeks, Esquire
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, FL 33311
Telephone: 954-768-9770
Fax: 954-768-9790

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties

Section 15.06 Brokers' Commission.

Each of the parties represents and warrants to the other that they have not dealt with any real estate salesperson, agent, finder, or broker in connection with this Lease.

Section 15.07 Severability.

If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application or such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15.08 Captions.

The captions in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretations of this Lease or any of its provisions.

Section 15.09 Recording.

Landlord shall be entitled to record this Lease or a Memorandum of Lease in the public records of City of South Bay for the purpose of providing public notice of Tenant's interest in the Premises.

Section 15.10 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE, BUT DO NOT WAIVE A TRIAL.

Section 15.11 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

Section 15.12 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 15.13 Benefit and Binding Effect.

This Lease shall be binding upon and inure to the benefit of the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 15.14 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in

buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 15.15 Non-Exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15.16 Non-Discrimination.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity conducted pursuant to this Lease.

Section 15.17 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 15.18 Incorporation by Reference.

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

Section 15.19 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Lease including but not limited to any residents of the City of South Bay or employees of the City or Landlord.

Section 15.20 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed City contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the City enters into agreements, their officers, agents,

employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the City or receiving City funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 15.21 Past Debt.

Any past debt owed to the City of South Bay for any other contract, penalty or violation shall be fully paid prior to the execution of this agreement.

Section 15.22 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the City of South Bay Commission, and shall become effective only when signed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

TENANT:

By: _____

Title: _____

(SEAL) **OR**
(SEAL) (corporation not for
profit)

ATTEST:

NATALIE MALONE
CITY CLERK

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

By: _____
City Clerk

By: _____
Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
City Manager

EXHIBIT A
LEGAL DESCRIPTION
(On file)

EXHIBIT B
DESCRIPTION OF FAMILY EMPOWERMENT CENTER
AND
CHAMBER OF COMMERCE

Background:

Established in 2001, the ***Federation of Families of Florida, Inc.*** is a 501(c) (3) non-profit community and parent-run organization headquartered in Royal Palm Beach, Florida. Our mission is to provide services that inform, educate, train, and support individuals at-risk; and families whose children are at-risk, or who have emotional or behavioral health needs. It is also our mission to bring together the voices and concerns of families and youth impacted by the challenges associated with mental health disorders, and to use this information to change the system of care by working collaboratively with community and faith-based partners.

We were birthed from a federally funded system of care grant project lead by the Department of Children and Families and are a chapter of the national parent-run organization, the Federation of Families for Children's Mental Health. To better serve teens and young adults we started a Youth M.O.V.E. (Motivating Others through Voices of Experience) Florida, a chapter of the National Youth M.O.V.E. Additionally, we have provider under the Southeast Florida Behavioral Health Network and have a Level II Substance Abuse Prevention services license for children and adults. We have proudly provided services in the Glades in various collaborations over years in several locations including Belle Glade Weed and Seed, Belle Glade Youth Empowerment Center, Pioneer Park Beacon Center and The Lighthouse Café.

Children's Mental Health System of Care Program

The Federation is contracted with the Florida Department of Children and Families and the Southeast Florida Behavioral Health Network to help families to navigate systems to obtain better mental health and other services for their children. We are also funded to provide specific services to help increase the education, awareness and treatment outcomes for children.

Through the advocacy of the Federation, family and community partners of the Glades; the Glades has been selected as one of five implementation sites across the state to receive infrastructure support to develop its own Children's Mental System of Care. This grant which is operated through the Florida Department of Children and Families with federal funding from the Substance Abuse Mental Health Services Administration brings specific resources to the Glades. Including:

- Training for Evidence Based Mental Health Practices such as Wraparound and Trauma Informed Care and recruitment of clinicians to provide mental health services that are culturally competent.
- Outreach and education in the form of community needs assessment, strategic planning for development of mental health services, parent, youth and community mental health

education and awareness and Community Cafés for ongoing dialogue and the harvest of feedback from the citizens for the betterment of the community.

- Leadership and community involvement through active citizen participation on advisory council and subcommittees. Leondrae D. Camel, City Manager of South Bay is one the leaders appointed to sit on the statewide advisory council board.
- Youth and parents will be recruited and trained for leadership on the council by the Federation of Families to prepare them for these leadership roles.
- The University of South Florida will provide technical assistance and evaluation oversight of the project including the hiring of parents to serve as parent interviewers.
- DCF is funding a full time system of care coordinator to organize this effort.
- Family and youth involvement, support and outreach will be provided by the Federation of Families through funding from the system of care grant and the managing entity.

The following table outlines services and supports that will be provided by the Federation of Families for the City of South Bay Family Empowerment Initiative where citizens of all ages may gather for services and support to foster positive mental health and wellness in South Bay.

Federation of Families and City of South Bay Tasks Specific for the Family Empowerment Initiative

Family Empowerment Initiative Programs:	Responsibility
Family Empowerment Facility Tenant will be fully responsible for the upkeep and maintenance of the facility known as the commerce center other than those items set forth in the lease agreement (Article V).	City of South Bay
Family Empowerment Facility/Commerce Center Federation will be responsible for all utilities and rent per lease agreement.	Federation of Families
Youth MOVE (Motivating Other Through Voices of Experience) Program (14-29 year olds) Provide youth leadership training, entrepreneur training, peer support groups, field trips and participation of youth on community and system of care leadership councils and boards.	Federation of Families
Youth FAIR (Friends Are Important Resources) (Elementary School Age) Provide educational and recreational programming including substance abuse prevention group, homework assistance,	Federation of Families

field trips, arts and crafts	
Parents with a Purpose Provide parent education and training on advocacy, child rearing, systems of care. Provide parent support including support group, information and referrals, advocacy in schools, court, services	Federation of Families
ACCESS Help eligible candidates apply for food stamps, Medicaid and other benefits	Federation of Families
Community Outreach Conduct community needs assessment, host Community Café dialogues, host workshops, health fairs, participate in community events	Federation of Families
Volunteerism/Community Services Provide formal volunteer experiences for youth and adults including community services mandates. Provide judges with the options of having youth complete their sanctions in the neighborhood and repay the community for their law violations	Federation of Families
<u>Life Skills</u> Provide life skills training to teens and adults based on their assessed needs such as budgeting, resume writing, advocacy, anger management	Federation of Families
<u>Certified Recovery Peer Specialist Training</u> Provide training to eligible candidates to become family or consumer peer specialists which may lead to volunteer and employment opportunities in the community	Federation of Families
Mental Health Services The Federation of Families will work with the DCF System of Care Coordinator, the Managing Entity, local provider agencies to obtain assistance to those seeking treatment for mental health services over and above that which Federation offers through its' prevention and outreach programs. Federation will help facilitate Wraparound and systems navigation.	Federation of Families
Substance Abuse Services The Federation of Families will work with the DCF System of Care Coordinator, the Managing Entity, local provider agencies to obtain assistance to those seeking treatment for mental health services over and above that which Federation offers through its' prevent and outreach programs. Federation will help facilitate Wraparound and systems navigation	Federation of Families
Cultural Competency Training	Federation of Families

Link community representatives to the Statewide Cultural and Linguistic Competency Committee for the System of Care – City Manager or designee already appointed	
Evaluation Link community representatives to University of Florida to serve as parent evaluators and advisory team members	Federation of Families
Transportation/Child Care Provide incentives for travel and childcare to allow parents and youth to participate in system of care activities. Van available for transportation to Federation sponsored and project related events.	Federation of Families
Ongoing collaboration and program development Continued partnership for program enhancement, site development and sustainability and active involvement of the community youth, families and agencies.	Federation of Families and City of South Bay
Establishment of a Chamber of Commerce Establish a Chamber of Commerce and a network of businesses whose goal is to further the interests of local businesses, citizens and the City of South Bay community. The Chamber of Commerce shall have an office in which to operate in the premises leased to the Federation of Families by the City of South Bay	Federation of Families

RESOLUTION NO. 03-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR THE PEOPLE OF PURPOSE, INC. EVENT AT TANNER PARK FACILITY AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay has developed an application process for approving City Special Events to include parades; and

WHEREAS, applicant William Freeman desires to hold a People of Purpose, Inc. event on April 23, 2022; and

WHEREAS, the applicant has submitted a Special Event application, attached hereto as Exhibit "A"; and

WHEREAS, the details of the event include the use of: Law Enforcement; Public Works; Parks and Recreation; Risk Management and Palm Beach County Fire Rescue; and

WHEREAS, City Commission of the City of South Bay desires to approve the Special Event Application, attached hereto as Exhibit "A", as in the best interest of the residents of the City.

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

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

Section 2. Approval of Special Event Application and Authorization of City Manager. The City Commission of the City of South Bay hereby approves the Special Event Application submitted by William Freeman for the People of Purpose, Inc. event, attached hereto as Exhibit "A". The City Manager is 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 1st day of February 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



**CITY OF SOUTH BAY
SPECIAL EVENT APPLICATION**

Applicant and Host Organization Information

Host Organization Name - The Host Organization is legally and financially responsible for the overall organization, management, and implementation of an event and its related activities

Host Organization Name: People of Purpose

Chief Officer - The Chief Officer of the Host Organization must be identified and sign the permit application. Typically, the Chief Officer is the Chief Executive Officer, President, Executive Director or Board Chair of the Host Organization

Chief Officer: William Freeman

Host Organization website: WWW.PEOPLEOFPURPOSEFL.ORG

Address: PO Box 2835

City: Belle Glade State: FL Zip Code: 33420

Phone: 561 530 9169 Cell: SAME AS Fax: _____

Email: W.FREEMAN240@gmail.com

For Profit:

Non-Profit: ☒

If yes, you must attach to this application a copy of your Florida Consumer's Certificate of Exemption or your IRS 501(c) 3 Determination Letter

Applicant/Primary Contact - Please list any person, professional event organizer, event service provider hired by you that is authorized to work on your behalf to plan this event

First: William Last: Freeman

Mailing Address: 1501 CALUSA DR APT 3-201

City: Belle Glade State: FL Zip Code: 33420

Phone: _____ Cell: 561 530 9169

Email: W.FREEMAN240@gmail.com

A written communication from the Chief Officer of the Host Organization authorizing the applicant to apply for this Special Event Permit on their behalf must be submitted with your permit application.

Event Information

Name of Event: Second chance JOB AND FAMILY AFFAIR

Is this an annual event? ☒ No ☐ Yes If yes, how many years has it been held? 2

Anticipated Attendance - The estimated number of people who will attend or watch your event.

Total 150 Per Day x 1 Number of event days = 1 Grand Total

Anticipated Participants - The estimated number of participants (staff, volunteers, vendors, etc.) should be based on the number of the total number of people you anticipate will participate in the event or provide support services to the event.

Total 50 Per Day x 1 Number of event days = 1 Grand Total

Event Description - Information you provide in this section of your permit application may be used for promotional purposes by the City of South Bay.

Event Category

☐ Organized Run/Walk ☐ Neighborhood Block Party ☐ Festival/Celebration
☐ Street Festival ☐ Concert/Performance ☐ Cycling Event
☐ Parade/Procession/March ☐ Other, please specify: _____

Event Location

☐ Tanner Park
☐ Cox Park

Streets or ROW, please specify:

☒ Other, please specify: Job fair with Authority to bring Family Members to be involved
For Returnee citizens but NOT just for them

Date/Time

Setup

Date: 4/23/22 Start Time: 8 AM End Time: 10 AM

Event Date

Date: 4/23/22 Start Time: 11 AM End Time: 2 PM

Move-out

Date: 4/23/22 Start Time: 2:30 PM End Time: 4 PM



Site Plan/Route Map Information & Event Components

Site Plan/Route Map

Your site plan/route map must be submitted along with your completed application. Applications without site plans/route maps are incomplete and will be rejected and returned to the applicant.

Please attach a clear and legible site plan or map with the following indicated:

1. North, indicated by a directional arrow symbol
2. An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
3. The location and dimensions of all physical equipment being placed, including, but not limited to, any stage(s), merchandise vendors, food concessions, food trucks, sponsors, tents, signs, barricades, portable restrooms, vehicles, picnic shelters, fireworks shoot site, etc.
4. Location of temporary alcohol sales including where both sales and consumption occur, plus dimensions and type of fencing to be used.
5. Indicate 20' wide fire lane clearances in all areas and the location of all fire hydrants.
6. Generator locations and/or source of electricity.
7. Placement of vehicles and/or trailers.
8. Exit locations for outdoor events that are fenced.
9. Accessible viewing area.
10. Parking and Disabled parking areas.

Is the event open to the public?

✓ Yes
No

Is there an admission fee? If yes, please provide amounts.

Yes ✓
Yes
No

Does your event involve the use of alcoholic beverages?

✓ No

If yes, please check all that apply:

☐ Beer Sales

☒ Beer & Wine Sales

☐ Beer, Wine & Distilled Spirits Sales

☐ Host & Alcohol Sales

Please Note: Alcoholic beverages cannot be sold, distributed, nor consumed on City property without appropriate zoning. If you answered yes to any of the above, please also complete and attach an Alcoholic Beverages (Temporary)

Sales Form and submit it along with this application.

Are there musical entertainment features related to your event?

✓ Yes No

If yes, complete the following information and attach a listing of all stage performance schedules.

Size and Number of Stage(s):

NO Stages Just Electric for DJ

How much electric (in amps) does your stage need?

Will a sound check be conducted prior to the event?

Yes ✓ No

If yes, Start time:

Finish time:

Will there be merchandise vending at your event?

Yes ☒ No

If yes, please complete the following information and attach a list of all vendors and be sure to indicate vending and electrical requirements on your site plan.

How many vendors? 20-30

How many will need electric? 1

How much electric (in amps) does your vending area need? RS House Electric

Will you hire a private security company?

Yes ☒ No

If yes, please provide the name of the company and the schedule:

Please Note: Palm Beach County Sheriff's Office will review your special event application to make a final determination as to the as to the number of officers, vehicles and/or equipment you will be required to have in order to make sure your event is conducted safely.

Does your event require overnight security?

Yes ☒ No

Does your event require the use of picnic shelters (if applicable)?

Yes ☒ No

Will inflatable's (moon bounce) be used at your event?

☒ Yes ☐ No

If yes, please provide the name of company:

Will your event include fireworks or other pyrotechnics?

Yes ☒ No

If yes, please describe

Name of company:

Does your event include food concession and/or preparation areas? ☒ Yes ☐ No

If yes, please describe how food will be served and/or prepared on site:

Free BBQ for family and vendor to get a plate to go

Please note: Temporary food service for events must meet all State and local guidelines and requirements.

Do you intend to cook food at your event?

☒ Yes ☐ No

If yes, please specify method:

☐ Gas

☐ Electric

☐ Fryers - Name of grease removal contractor:

Date & time of pickup:

☒ Other, please specify: BBQ

Do you intend to have food trucks at your event?

☒ Yes ☐ No

If yes, how many? 1

Mitigation of Impact

Due to the nature of your event, the City of South Bay may require you, at your expense, to officially notify residents, business; places of worship, schools and other entities that may be directly impact by your event.

Insurance Requirements

You are required to procure and maintain commercial general liability insurance with a minimum of \$1,000,000 per occurrence and a \$2,000,000 general aggregate. Proof of insurance must be submitted minimum of 30 days prior to the first day of the rental period through the move-out activities. This insurance must name the City of South Bay as an additional insured in any and all policies. Due to the nature of your event, additional insurance may be required.

Affidavit of Applicant & Hold-Harmless Acknowledgement

By signing this application, you are certifying that you understand the information in this application to be true and correct to the best of your knowledge, and that you agree to comply with City of South Bay Code of Ordinances (Code: 28-51) and all City rules, regulations and policies. Should the City grant approval and a Special Event Permit be issued, you also agree to comply with any other rules and requirements provided by law.

In consideration of the privileges that may be granted by issuance of a Special Event permit, the Host Organization shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City, and all officials, agents and employees of the City, from and against all claims which may result from allowing Applicant to utilize the public right-of-way or City owned park. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from.

The Host Organization's obligation to indemnify, defend, and hold harmless includes any claim by Host Organization's agents, employees, representatives or any subcontractor or its employees. The Host Organization acknowledges that the provisions of this paragraph apply to and include any liability resulting for incidents involving the streetcar electrified cables. Said indemnification shall not include claims resulting solely from the act, omission, negligence, or other fault on the part of the City, its official, agents, or employees.

I further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of South Bay.

Print Name of Host Organization: PEOPLE OF PURPOSE

Printed Name of Chief Officer: WILLIAM FREEMAN

Title: EX DIRECTOR

Signature: [Signature] Date: 11/15/21

Print Name of Primary Contact: WILLIAM FREEMAN

Title: EX DIRECTOR

Signature: [Signature] Date: 11/15/21

Thank you for completing your Special Event Application.
Please submit your completed application along with a detailed site plan to the City Clerk's Office
335 SW 2nd Avenue, South Bay, FL 33493 or fax to: 561-996-7950
Incomplete, illegible, and/or unsigned applications will not be accepted.
Submission of a Special Event Application constitutes a request to use City property
for the purpose of an event and does not guarantee event approval.



Do you plan to provide portable rest room facilities at your event? NO

If yes, Total number of toilets: _____

Number of ADA accessible toilets: _____

Number of hand sinks: _____

Restroom Company: _____

Equipment Setup Date: _____

Time: _____

Equipment Pickup Date: _____

Time: _____

Will your event involve the use of a parking and/or shuttle plan? Yes ☒ No

If yes, please describe: _____

Will your event be marketed, promoted or advertised? ☒ Yes No

If yes, please describe: Palm Bch County Second Month Advertising

Will there be live media coverage during the event? Yes

If yes, please describe where you plan on parking the media: Regular Parking

Accessibility Plan

Please describe your plan for people with special needs participation, parking, and viewing:

Sanitation & Recycling

You are responsible for leaving the venue clean and clear of debris. Please describe your plan for cleanup and removal of waste, recyclable goods and garbage during and after your event.

Number of trash cans: 5

Number of recycling containers: 0

Number of dumpsters: 1

Sanitation Company: NA

Equipment Setup Date: _____

Time: _____

Recycling Company: NA

Equipment Setup Date: _____

Time: _____



FOR INTERNAL USE ONLY

Date Received: _____

Reviewed By: _____

Department: _____

Reviewed By: _____ Phone# _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

City Commission Approval: _____

City Manager Approval: _____

Applicant Contacted Regarding Fees: ☐ YES ☐ NO Date Contacted: _____

Deposit Received: ☐ YES ☐ NO Date Deposit Received: _____

Facility Inspected: ☐ YES ☐ NO Date Inspected: _____

Facility Damaged: ☐ YES ☐ NO

List Damages: _____

Damages Charges: _____

Refund Request to Finance: ☐ YES ☐ NO Refund Request Date: _____

Refund check to Applicant: ☐ YES ☐ NO Date Applicant Refund Sent: _____



Special Events Committee

Date: 12/8/21

Event People of Purpose

Department Sheriff Office

Departmental Report

Two (2) Deputies Needed per
Sgt. J. Ortiz, 12-8-21

Departmental Recommendation

Approve

Approve with conditions (explain)

Not approve



Special Events Committee

Date: 12-8-21

Event Second Chance Job and Family Affair

Department Public Works

Departmental Report

- * 2-officers (sheriff) apply ~~as soon as possible~~ as soon as possible
- * Recommend for them to have trash picked up.
- * Recommend generators for electricity
- * " " ~~with~~ Parking volunteers

Departmental Recommendation

Approve

Approve with conditions (explain)

Recommendations in department Report.

Not approve

[Signature]
G.K.



Special Events Committee

Date: 12/8/21

Event People of Purpose

Department All recommendations Dept of Economic

Departmental Report 2 deputies

2023 ~~public~~ volunteers for cleanup
insurance with city listed
501c3

site plan

closing of second ave only for
city hall

Commerce bldg

vendors on field
field across tanner
find a parking volunteer
apply immediate
for officers
8 trash cans
vendors need their
own generators

Departmental Recommendation

Approve

Approve with conditions (explain) Above listed conditions

Not approve

Carline S. Zarris



Special Events Committee

Date: 12/8/21

Event People of purpose

Department _____

~~Departmental Report~~

2 deputies (recommended)
Rec bring Generator for electricity
Rec that we add more garbage cans (5) more

Departmental Recommendation

Approve

Approve with conditions (explain)

Not approve

RESOLUTION NO. 04-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) SUBRECIPIENT AGREEMENT; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, , pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018”; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021) (hereinafter collectively referred to as the “Federal Register Guidance”); the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to Florida Department of Economic Opportunity (“DEO”) for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 et seq.) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act; and

WHEREAS, CDBG-MIT funds made available for use by the City of South Bay (“Subrecipient”) under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award; and

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein; and

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO's Mitigation Needs Assessment of the most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project; and

WHEREAS, City Commission of the City of South Bay finds that authorizing the Mayor to execute the attached Subrecipient 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. Authorization of Mayor. The City Commission of the City of South Bay hereby authorizes the Mayor to execute the State of Florida Department of Economic Opportunity Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Agreement, attached hereto as Exhibit "A". The City Manager is 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 1st day of February 2022.

Joe Kyles, Mayor

ATTEST:

By: _____

Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

State of Florida
Department of Economic Opportunity
Federally Funded
Community Development Block Grant
Mitigation Program (CDBG-MIT)
Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and the City of South Bay (hereinafter referred to as the “Subrecipient”), each individually a “Party” and collectively “the Parties”.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018”; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021) (hereinafter collectively referred to as the “Federal Register Guidance”); the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO’s Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) SCOPE OF WORK

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) PERIOD OF AGREEMENT

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

(4) RENEWAL AND EXTENSION

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

(5) MODIFICATION OF AGREEMENT

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(6) RECORDS

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability,

and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants 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 scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as

Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(9) INSPECTIONS AND MONITORING

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(10) DUPLICATION OF BENEFITS

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this

Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(11) LIABILITY

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(12) EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay

the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any 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) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy

available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(15) CITIZEN COMPLAINTS

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 400
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(16) TERMINATION

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-

CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(17) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Brittany Carr

107 E. Madison St.

Tallahassee, FL 32399

850-921-3258

Brittany.Carr@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Leondrae Camel

335 SW 2nd Ave.

South Bay, FL 33493

561-914-6673

camel@southbaycity.com

(d) If 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 as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

(18) CONTRACTS

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(20) ATTACHMENTS

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements and Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(21) FUNDING/CONSIDERATION

- (a) The funding for this Agreement shall not exceed Two Million Eighty Thousand Dollars and Zero Cents (\$2,080,000.00), subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the

NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) 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 Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the "Supplemental Appropriations for Disaster Relief Act, 2018" and Public Law 116-20, the "Additional Supplemental Appropriations for Disaster Relief Act, 2019" for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(22) REPAYMENTS

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(23) 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 Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(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. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

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

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract

to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

(24) LOBBYING PROHIBITION

(a) No funds or other resources received from DEO 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.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

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

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(25) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly 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, Subrecipient shall refer the discovery or invention to DEO 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, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

(26) LEGAL AUTHORIZATION

(a) Subrecipient 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. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

(27) PUBLIC RECORD RESPONSIBILITIES

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of

public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(28) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a

person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(29) PROGRAM INCOME

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(30) NATIONAL OBJECTIVES

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low and moderate income;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

(31) INDEPENDENT CONTRACTOR

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible the provision of any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF SOUTH BAY		DEPARTMENT OF ECONOMIC OPPORTUNITY	
By	Signature Joe Kyles	By	Signature Dane Eagle
Title	Mayor	Title	Secretary
Date		Date	
Federal Tax ID #	596000429		
DUNS #	04947331		

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION: In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **General Infrastructure Program**. Projects eligible for funding under this program must be from units of general local government (UGLG) and may include towns, cities, counties and villages. Eligible Activities include projects that demonstrably increase community resilience. The following types of infrastructure projects are encouraged:

1. Restoration of critical infrastructure
2. Renourishment of protective coastal dune systems and state beaches
3. Building or fortifying buildings that are essential to the health, safety and welfare of a community
4. Rehabilitation or construction of stormwater management systems
5. Improvements to drainage facilities
6. Reconstruction of lift stations and sewage treatment plants
7. Road repair and improvement and bridge strengthening

2. PROJECT DESCRIPTION: The City of South Bay, with an LMI population of 100%, was awarded Two Million Eighty Thousand Dollars and Zero Cents \$2,080,000.00 in Community Development Block Grant Disaster Recovery (CDBG-MIT) funds through the Hurricane Irma Round 2 Infrastructure Repair Program. This grant will uphold the City's ability to address damages inflicted by Hurricane Irma and to meet disaster recovery and resiliency goals as outlined in the Glades Regional Master Plan (2015). One hundred percent of the grant amount will be expended for activities that benefit such persons as low-and-moderate-income persons and families.

The proposed project is located in an identified HUD Most Impacted County: Palm Beach County, Florida, and additionally serves the HUD Most Impacted ZIP Code 33440. The entirety of the project area to be served by the proposed project consists of low-income and moderate-income areas as demonstrated on the required map attachments. The critical facility addressed in this proposed repair project is the City's former emergency shelter and community center. The shelter was damaged in Hurricane Irma and is no longer operational as an emergency shelter. The extensive damages resulted in the need to demolish the current facility to create a larger facility that will meet the needs of the residents of the City and surrounding areas as outlined in the Glades Regional Master Plan (2015). Demolition will include the removal and proper disposal of asbestos and lead-based paint that was uncovered/uncapped by the storm. The site of the shelter will subsequently require brownfield activities, such as Florida Department of Environmental Protection environmental site assessment and remedial activities to make the site safe for the community residents and protect the ground water and the adjacent Lake Okeechobee by preventing leaching from the site into the lake and ground water. Remediation activities are required in order to make the site environmentally safe and reusable for a future emergency shelter.

Compromised soil and hazardous materials, including arsenic in soils, petroleum, aromatic hydrocarbons, and total recoverable petroleum hydrocarbons in soils will be removed and properly disposed of. During this time, while the sub-surface is exposed, it is prudent, time efficient and fiscally responsible to address sub-surface utility and infrastructure needs as well as required flood plain mitigation that will serve the future shelter. This required infrastructure will be designed and installed prior to the implementation of engineering controls necessary as part of the cleanup process. These tasks are imperative for the reparation of the site for safety and the preparation for mitigation activities in order to keep the site safe from future natural disasters and to protect local residents.

The City will rely on City staff, professional engineers and qualified environmental professionals, procured through a fair and open bid process in compliance with federal and state laws, to employ mitigation and resilience strategies as outlined in the Glades Regional Master Plan (2015). Currently there are no impediments to proceed once grant funds are approved.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval within forty-five (45) days. The staffing plan must include the following:
 - 1) Organizational Chart; and
 - 2) Job descriptions for Subrecipient's employees, contracted staff, vendors and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 - 1) Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.
 - 2) Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
 - 3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
 - 4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - 5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by DEO.
- E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
- F. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.
- G. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State and local laws.
- H. Provide copies of all proposed procurement documents to DEO ten (10) business days prior to posting as detailed in Attachment D of the Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require

revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.

- I. Provide the following documentation to DEO within ten (10) calendar days after the end of each month:
 - 1) A revised detail report measuring the actual cost versus the projected cost;
 - 2) An updated Attachment C which documents any changes to the projected progress along with justification for the revision.
- J. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- K. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 - 1) Submit updated organization chart on a quarterly basis with quarterly report;
 - 2) If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline;
 - 3) A progress report documenting the following information:
 - a) Accomplishments within the past quarter;
 - b) Issues or risks that have been faced with resolutions; and
 - c) Projected activities to be completed within the following quarter.
- L. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C-Activity Work Plan. If Subrecipient is unable to meet a deadline with thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (4) Modification of Agreement.
- M. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- N. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

- 1) Professional services to the City for technical assistance and program management (Davis-Bacon review, Section 3 activities).
- 2) Environmental review, administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 3) Grant management to include invoicing, record keeping, preparing and awarding bids to vendors.
- 4) Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to DEO

B. Deliverable No. 2 – Engineering Services

Tasks that are eligible for reimbursement are as follows:

- 1) Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project and meet all local current hurricane code ratings, local codes and building codes.
- 2) Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- 3) Conduct an Environmental Review/Assessment in accordance with DEO Policies and the National Environmental Policy Act referenced in Attachment D, Section 4.b of this agreement.

C. Deliverable No. 3 – Construction

Tasks that are eligible for reimbursement are as follows:

- 1) Site preparation
- 2) Demolition of damaged shelter
- 3) Disposal of asbestos and lead based paint
- 4) Completion of brownfield assessment and cleanup
- 5) Relocation and repair of utilities
- 6) Purchase and installation of flood plain mitigation infrastructure
- 7) Demobilization and construction cleanup

5. DEO RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Subrecipient.

DELIVERABLES:

Deliverable No. 1 – Program Implementation		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall provide Project Implementation activities in accordance with Section 4.A of this Scope of Work which shall be reimbursed upon satisfactory completion of an eligible task as detailed in Sections 4.B and 4C, Deliverables 2 and 3 as identified in this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one task on a per completed task basis associated with a completed task as identified in Sections 4.b and 4C, Deliverables 2 and 3, as evidenced by submittal of the following documentation: 1) Summary of Project Implementation activities performed; and 2) Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 1 Cost: \$104,000		
Deliverable No. 2 – Engineering Services		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete tasks in accordance with Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation:	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

	1) Engineering design working drawings and associated cost estimates; 2) Copies of required permits; and 3) Invoice package in accordance with Section 6 of this Scope of Work.	
Deliverable 2 Cost: \$200,000		
Deliverable No. 3 – Construction		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete tasks in accordance with Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted DEO form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 3 Cost: \$1,776,000		
Total Project Costs Not to Exceed \$2,080,000		

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

6. INVOICE SUBMITTAL

DEO shall reimburse Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations

applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Subrecipient's Grant Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 - 2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - 3) A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 - 4) Photographs of the project in progress and completed work;
 - 5) A copy of all supporting documentation for vendor payments;
 - 6) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____

Contract
Number: _____Modification
Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-MIT Amount	Other Funds	Source*	Total Funds
1. Housing Program - Homeowner Service Project (<i>Example Activities</i>)													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (<i>Example Activities</i>)													
3. Public Facilities Program – Unified Service Center (<i>Example Activities</i>)													
4. Infrastructure Program (<i>Example Activities</i>)													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												

	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												
	St. Augustine - Lake Maria Sanchez HMGP Match Drainage												
	St. Augustine Blvd & Cypress Rd Drainage												
5.	Administration												
6.	Planning												
	Totals:												

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month /year)	End Date (month /year)	Describe Proposed Action	Activity	Description	Deliverable	Associated Task	CDBG-MIT Funding	Local/Match Funding	Estimated Funds by End Date

Attachment D – Program and Special Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can

determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
 16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
 17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
 18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
 19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

2. Audits, Inspections and Monitoring

a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall

be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

(1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9. Labor and Employment

Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants

for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c.. Section 3 Benchmarks and Reporting

- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:
 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or DEO which may be amended from time to time for HUD reporting purposes.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (4) 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 required by section 1352, title 31, U.S.C. 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.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) Flood Disaster Protection
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.
- (4) Lead-Based Paint
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) Historic Preservation
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) Additional Regulations
 - (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
 - (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project

or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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 or transmission of intelligence.
- (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment or
 - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and

c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in CDBG-MIT-funded contracts of \$100,000 or more:

Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the

notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

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Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred): or
Audit@deo.myflorida.com

Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits
 342 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):

Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity

MSC # 75, Caldwell Building

107 East Madison Street

Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$2,080,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	The City of South Bay with an LMI population of 100% was awarded \$2,080,000.00 in Community Development Block Grant Disaster Recovery (CDBG-MIT) funds through the Hurricane Irma Round 2 Infrastructure Repair Program.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

- 1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
- 2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
- 3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
- 4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
- 5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Subrecipient:

FEIN:

Subrecipient's Fiscal
Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

(J) See 200.323 – Procurement of Recovered Materials.

(K) See 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida
Department of Economic Opportunity

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-MIT) Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between the City of South Bay (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant-Mitigation Program (the “CDBG-MIT Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney’s fees.

CITY OF SOUTH BAY		DEPARTMENT OF ECONOMIC OPPORTUNITY	
By	Signature Joe Kyles	By	Signature Dane Eagle
Title	Mayor	Title	Secretary
Date		Date	

ORDINANCE NO 01-2022

AN ORDINANCE OF THE CITY OF SOUTH BAY FLORIDA, APPROVING A SMALL-SCALE FUTURE LAND USE MAP/COMPREHENSIVE PLAN AMENDMENT IN ORDER TO AMEND THE CITY'S FUTURE LAND USE DESIGNATION FOR PARCEL NO. 58-36-44-10-00-000-1080 GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; WEST OF THE N. NEW RIVER CANAL; AND, NORTH OF ROCK ROAD COMPRISING APPROXIMATELY 22.9 ACRES AND LEGALLY DESCRIBED HEREIN IN "EXHIBIT A" OF THE SAMJACK BLACKSTONE APPLICATION AND AS ATTACHED HERETO FROM RLD - RESIDENTIAL LOW DENSITY FUTURE LAND USE DESIGNATION TO IND - INDUSTRIAL DESIGNATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 22, Section 22-45 of the City of South Bay Code of Ordinances and Chapter 163.3184 of the Florida Statutes provides for amendment of the City's Comprehensive Plan; and

WHEREAS, with authorization from the interested owner Samjack Blackstone, LLC, Johnson-Prewitt & Associates, Inc. has submitted a request for a Small-Scale Future Land Use Map (FLUM)/Comprehensive Plan Amendment to change the future land use on Parcel 58-36-44-10-00-000-1080 of the site generally located East of U.S. Highway 27 and accessible from U.S. Highway 27; West of the N. New River Canal; and, North of Rock Road comprising approximately 22.9 acres and as legally described in 'Exhibit A' attached hereto from RLD - Residential Low Density future land use designation to IND - Industrial (Medium Density Residential) future land use designation;

WHEREAS, the entire site known as Samjack Blackstone, LLC contains one (1), Parcel No. 58-36-44-10-00-000-1080 parcel which requires a change to future land use;

WHEREAS, following an advertised public hearing, the City Commission considered the recommendations of staff and provided the public with an opportunity to present testimony and evidence, the City Commission has determined that the petition should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SOUTH BAY, FLORIDA:

Section 1. Adoption of Representations.

The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2. Amending Designation.

The Small-Scale Future Land Use Map/ Comprehensive Plan Amendment, is hereby granted for a small-scale comprehensive plan amendment to the Future Land Use Map designating the entire site known as Samjack Blackstone, LLC containing one (1) parcel as IND - Industrial future land use designation.

Section 3. Amendment to Future Land Use Map.

The City of South Bay’s Comprehensive Plan Future Land Use Map, as currently applicable in the City of South Bay, is hereby amended by re-designating Parcel No. 58-36-44-10-00-000-1080 of the Samjack Blackstone, LLC site from RLD - Residential Low Density to IND - Industrial designation as described in the Staff Report Project Identifier: SB-Samjack/Small-Scale Future Land Use Amendment; Applicant, Samjack Blackstone, LLC November 5, 2021.

Section 4. Disclaimer and Permit Condition.

Issuance of a development permit by the City does not create any right to obtain a permit from a State or Federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfills the obligations imposed by a State or Federal agency or undertakes actions that results in a violation of State or Federal law. If applicable, all other State or Federal permits must be obtained before commencement of the project.

Section 5. Severability.

It is declared to be the intent of the City, that if any section, subsection, paragraph, sentence, clause or provision of this Ordinance be held invalid, the remainder of this Ordinance shall not be affected.

Section 6. Conflict and Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith are hereby repealed.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED FIRST READING this ____ day of _____ 2022.

PASSED SECOND READING this ____ day of _____ 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

“EXHIBIT A”

Small-Scale Future Land Use Map (FLUM)/Comprehensive Plan Amendment

Applicant: SAMJACK BLACKSTONE, LLC
Project Location: East of U.S. Highway 27; West of the N. New River Canal;
North of Rock Road (Parcel 58-36-44-10-00-000-1080)
Project Identifier: SB-Samjack/Small-Scale Future Land Use Amendment
Date: December 13, 2021

Samjack Blackstone, LLC has submitted a request for a Small-Scale Future Land Use Map (FLUM)/Comprehensive Plan Amendment, for approximately 22.9 acres, to the City of South Bay Future Land Use – 2021 Map. Parcel 58-36-44-10-00-000-1080 is generally located East of U.S. Highway 27 and accessible from U.S. Highway 27; West of the N. New River Canal; and, North of Rock Road.

The site is proposed for Warehousing and Open Space uses which are inconsistent with the RLD – Residential Low Density (0-6 dwellings units/acre) use designated on the existing Future Land Use Map. Land uses south and west of the site are designated on the Future Land Use Map for Industrial and Commercial uses, while Recreation/Open Space use is designated north of the site. The most appropriate use to accommodate this small-scale future land use amendment proposal would be IND - Industrial use.

Therefore, the Applicant's request is for a Small-Scale Future Land Use Map Amendment for 22.9 acres (Parcel 58-36-44-10-00-000-10180) from RLD - Residential Low Density future land use to IND - Industrial land use. Review and verbal Comments on the proposed Small-Scale FLUM Amendment have been provided by the City to the Applicant at various times/meetings during the application process. The Application package submitted by Johnson-Prewitt & Associates, Inc. for their client Samjack Blackstone, LLC is attached as background material for this proposal. The attached Map identified as 'Future Land Use - Existing' shows the current future land use designation for the site, and the attached Map identified as "'Future Land Use – Proposed' illustrates that the entire site is proposed to be designated as Industrial land use, if approved by the City Commission.

Recommendation

It is recommended that the City Commission approve the requested Small-Scale Future Land Use Map/Comprehensive Plan Amendment.

ORDINANCE NO. 02-2022

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA TO RE-ZONE PARCEL NO. 58-36-44-10-00-000-1080, KNOWN AS THE SAMJACK BLACKSTONE, LLC SITE AND GENERALLY LOCATED EAST OF U.S. HIGHWAY 27 AND ACCESSIBLE FROM U.S. HIGHWAY 27; WEST OF THE N. NEW RIVER CANAL; AND, NORTH OF ROCK ROAD COMPRISING APPROXIMATELY 22.9 ACRES; AS LEGALLY DESCRIBED HEREIN IN 'EXHIBIT A' AND ATTACHED HERETO FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT ZONING TO I-L LIGHT INDUSTRIAL DISTRICT ZONING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, with authorization from the interested owner, Samjack Blackstone, LLC, Johnson – Prewitt & Associates, Inc. has submitted a request to amend the South Bay Zoning Map and to re-zone Parcel No. 58-36-44-10-00-000-1080 of the site generally located East of U.S. Highway 27 and accessible from U.S. Highway 27; West of the N. New River Canal; and, North of Rock Road and as legally described in 'Exhibit A' attached hereto from R-1 Single Family Residential District to I-L Light Industrial District zoning; and

WHEREAS, the entire site known as Samjack Blackstone, LLC contains approximately 22.9 acres; and

WHEREAS, following an advertised public hearing, the City Commission considered the recommendations of staff and provided the public with an opportunity to present testimony and evidence and the City Commission has determined that the petition for re-zoning should be granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS
OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:**

Section 1. Adoption of Representations.

The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Ordinance.

Section 2. Approval of Re-zoning. The Applicant's request is for a Re-Zoning of Parcel No. 58-36-44-10-00-000-1080 comprising approximately 22.9 acres from R-1 Single Family Residential District zoning to I-L Light Industrial District zoning is

granted and approved as to application Project Identifier: SB-Samjack/Re-Zoning. The zoning map for the City of South Bay shall be amended to reflect said re-zoning.

Section 3. Development Documents and Maps Approved.

The amended proposed zoning map attached hereto is hereby approved for re-zoning of Parcel No 58-36-44-10-00-000-1080 the subject property from R-1 Single Family Residential District zoning I-L Light Industrial District zoning as described in the Staff Report for Project Identifier: SB-Samjack/Re-Zoning, Applicant, Samjack Blackstone, LLC dated November 5, 2021.

Section 4. Disclaimer & Permit Condition.

Issuance of a development permit by the City does not create any right to obtain a permit from a State or Federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfills the obligations imposed by a State or Federal agency or undertakes actions that results in a violation of State or Federal law. If applicable, all other State or Federal permits must be obtained before commencement of the project.

Section 5. Severability.

It is declared to be the intent of the City, that if any section, subsection, paragraph, sentence, clause or provision of this Ordinance be held invalid, the remainder of this Ordinance shall not be affected.

Section 6. Conflict and Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith are hereby repealed.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED FIRST READING this ____ day of _____ 2022.

PASSED SECOND READING this ____ day of _____ 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

“EXHIBIT A”

Re-Zoning Request

Applicant: SAMJACK BLACKSTONE, LLC
Project Location: East of U.S. Highway 27; West of the N. New River Canal; and
North of Rock Road (Parcel 58-36-44-10-00-000-1080).
Project Identifier: SB-Samjack/Re-Zoning
Date: November 12, 2021

Samjack Blackstone, LLC has submitted a request for the re-zoning of a 22.9 acre site identified as Parcel 58-36-44-10-00-000-1080 which is generally located East of U.S. Highway 27 and accessible from U.S. Highway 27; West of the N. New River Canal; and, North of Rock Road.

The site is proposed for Warehousing and Open Space uses which are inconsistent with the R-1 Single Family Residential District (0-6 units/acre) zoning designated on the existing City’s Official Zoning Map. Parcels south of the site are designated on the Zoning Map for I-G General Industrial use; on the west and adjacent to the site for I-L Light Industrial and B-1 Retail Commercial uses while Government zoning is designated north of the site. The most appropriate zoning to accommodate the proposed warehousing and open storage uses would be I-L Light Industrial District, which would also be consistent with the proposed Small-Scale Future Land (FLUM) Map/Comprehensive Plan Amendment for this site.

Therefore, the Applicant’s request is for a Re-Zoning of 22.9 acres (Parcel 58-36-44-10-00-000-1080) from R-1 Single Family Residential District to I-L Light Industrial District. Review and Comments on the proposed Re-Zoning request have been provided by the City to the Applicant at various times during the application process. The attached Map identified as the City of South Bay Official Zoning Map illustrates the proposed re-zoning of the Parcel if approved by the City Commission.

Recommendation

It is recommended that the City Commission approve the Re-zoning request.



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natalie Malone

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: January 27, 2022
Ref: Weekly check register

Enclosed, please find the summary of check register as of January 27, 2022:

General Fund

• Utility:		
Comcast	\$	1,498.16
T-Mobile		781.21
FPL		5,905.37
• Bank of America		1,103.18
• Norris-Weeks, PA		6,939.52
• PBC Sheriff Office		18,657.42
• CAP Government		2,860.00
• Ford Credit		1,768.20
• Jordan Conners		1,666.66
• Coastal Network		1,500.00
• Marathon		1,695.65
• Purchased of supplies, materials and parts		2,238.23
• Payment for various services		3,670.30
• Other		8,089.72
Total	\$	58,286.62

ARP Act Fund

Hand sanitizer	\$	3,826.56
Payroll		1,195.13
	\$	5,021.69

Capital Project Fund

Cap Government/Engineering	\$	21,605.00
2SBW		22,900.00
	\$	44,505.00

Sanitation Fund

Waste Management	\$	34,827.19
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AP Check Register Report

City Of South Bay (CSBFND)

1/25/2022 3:43:34 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14026	HILTON GARDEN INN	HILTON GARDEN INN	1/25/2022	194.00
14027	JOE KYLES	JOE KYLES	1/25/2022	451.70
14028	JOHN WILSON	JOHN WILSON	1/25/2022	1,085.30
Non-Electronic Transactions:				1,731.00
Total Transactions:				1,731.00

AP Check Register Report

City Of South Bay (CSBFND)

1/21/2022 3:04:49 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14025	1014	MEGHAN MIRABAL	1/21/2022	81.25
Non-Electronic Transactions:				81.25
Total Transactions:				81.25

AP Check Register Report

City Of South Bay (CSBFND)

1/21/2022 12:05:57 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13992	1014	MEGHAN MIRADAL	1/21/2022	150.25	
13993	1015	CAULFIELD & WHEELER	1/21/2022	600.00	B
13994	1016	MARIAH MURO	1/21/2022	150.00	D
13995	1017	LAYLA RODRIGUEZ	1/21/2022	150.00	
13996	1018	KING GREEN	1/21/2022	125.00	
13997	1019	KHALIA THOMAS	1/21/2022	150.00	
13998	1020	BENJAMIN EDOUARD	1/21/2022	125.00	
13999	1021	BRAXTON HUGGINS	1/21/2022	100.00	
14000	1022	AIZEN HOLLOWAY	1/21/2022	150.00	
14001	1023	OMARIAN MATHIS	1/21/2022	150.00	
14002	1024	CHRISTELLA FLEZINORD	1/21/2022	125.00	
14003	1025	JERMAINE LOVELY	1/21/2022	150.00	
14004	1026	JADA LOVELY	1/21/2022	125.00	
14005	1027	E'RINGE MURPHY	1/21/2022	100.00	
14006		AFFORDABLE DRY CLEANING	1/21/2022	34.86	B
14007		BANK OF AMERICA, NA	1/21/2022	1,103.18	
14008		BURNADETTE NORRIS-W	1/21/2022	6,939.52	
14009		CAP GOVERNMENT	1/21/2022	2,860.00	
14010		COMCAST	1/21/2022	380.22	
14011		COMCAST BUSINESS	1/21/2022	653.58	
14012		EVERGLADES FARM EQU	1/21/2022	120.68	A
14013		FORD CREDIT DEPT 67-4	1/21/2022	1,768.20	
14014		INDEPENDENT NEWSPAF	1/21/2022	183.60	B
14015	JOHN WILSON	JOHN WILSON	1/21/2022	842.76	
14016		KENNETH MCDONALD	1/21/2022	150.00	D
14017		MUTUAL OF OMAHA	1/21/2022	331.96	L
14018		ORIGINAL EQUIPMENT	1/21/2022	117.30	A
14019		PBC SHERIFF'S OFFICE	1/21/2022	18,657.42	
14020		PETTY CASH	1/21/2022	346.18	D
14021		THEODORE GREEN	1/21/2022	200.00	B
14022		TRC FARM INDUSTRIAL	1/21/2022	217.16	A
14023		VRC	1/21/2022	362.56	B
14024		XEROX CORP	1/21/2022	287.20	L
Non-Electronic Transactions:				37,912.63	
Total Transactions:				37,912.63	

36,913.62

AP Immediate Check Register Report

City Of South Bay (CSBFND)

1/18/2022 8:27:20 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13991	GOLDEN CORRAL *	GOLDEN CORRAL	1/18/2022	230.00
Totals:			Total Transactions:	230.00

AP Check Register Report

City Of South Bay (CSBFND)

1/11/2022 11:17:10 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13971	ALLY	ALLY	1/11/2022	725.70	B
13972	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	1/11/2022	179.22	A
13973	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	1/11/2022	1,336.53	D
13974	BETTY GUY	BETTY GUY	1/11/2022	150.00	L
13975	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	1/11/2022	1,500.00	
13976	COMCAST	COMCAST	1/11/2022	464.36	
13977	FEDERAL EXPRESS	FEDERAL EXPRESS	1/11/2022	83.58	B
13978	FPL	FPL	1/11/2022	5,905.37	
13979	4IMPRINT	4IMPRINT	1/11/2022	3,826.56	
13980	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	1/11/2022	671.00	A
13981	JP ELECTRONIC	JEFF PAULO D/B/A JP ELECTRONICS &	1/11/2022	188.00	B
13982	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	1/11/2022	1,666.66	
13983	JLH ASSOCIATES	JLH ASSOCIATES	1/11/2022	700.00	B
13984	KELLY TRACTOR	KELLY TRACTOR	1/11/2022	74.80	L
13985	LAKE HARDWARE	LAKE HARDWARE	1/11/2022	65.87	A
13986	MARATHON/MEX BANK	WEX BANK	1/11/2022	1,695.65	
13987	1013	NICHOLA BUTTS	1/11/2022	150.00	D
13988	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	1/11/2022	230.00	B
13989	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	1/11/2022	867.00	A
13990	T-MOBILE	T-MOBILE	1/11/2022	781.21	
				Non-Electronic Transactions:	21,261.51
				Total Transactions:	21,261.51

AP Check Register Report

City Of South Bay (CSBFND)

1/10/2022 10:35:18 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13964	ALOFT TALLAHASSEE	ALOFT TALLAHASSEE	1/10/2022	3,361.50
13965	BETTY BARNARD	BETTY BARNARD	1/10/2022	451.70
13966	ESTHER BERRY	ESTHER BERRY	1/10/2022	89.00
13967	JOE KYLES	JOE KYLES	1/10/2022	451.70
13968	JOHN WILSON	JOHN WILSON	1/10/2022	451.70
13969	TARANZA MCKELVIN	TARANZA MCKELVIN	1/10/2022	451.70
13970	VICENTA DEL BOSQUEZ	VINCENTA DEL BOSQUEZ-TAYLOR	1/10/2022	89.00

Non-Electronic Transactions: 5,346.30
Total Transactions: 5,346.30

1,895.80

AP Check Register Report

City Of South Bay (CSBFND)

12/29/2021 2:02:31 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
220	CAP ENGINEERING	CAP ENGINEERING	12/29/2021	9,466.25
Non-Electronic Transactions:				9,466.25
Total Transactions:				9,466.25

AP Check Register Report

City Of South Bay (CSBFND)

1/12/2022 11:45:52 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
221	2 SBW	2 S.B.W. & ASSOCIATES, INC	1/12/2022	3,900.00
222	CAP ENGINEERING	CAP ENGINEERING	1/12/2022	5,956.25
223	CAP GOVERNMENT	CAP GOVERNMENT	1/12/2022	6,182.50
Non-Electronic Transactions:				16,038.75
Total Transactions:				16,038.75

AP Check Register Report
City Of South Bay (CSBFND)

1/19/2022 2:21:15 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
224	2 SBW	2 S.B.W. & ASSOCIATES, INC	1/19/2022	19,000.00
Non-Electronic Transactions:				19,000.00
Total Transactions:				19,000.00

AP Check Register Report
City Of South Bay (CSBFND)

1/11/2022 1:01:24 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
269	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	1/11/2022	34,827.19
Non-Electronic Transactions:				34,827.19
Total Transactions:				34,827.19

TRAFFIC ENFORCEMENT DETAIL IN THE AREA OF S.W 12TH SOUTH BAY

District 11 City of South Bay

- Update: Below are the stats for the traffic enforcement detail in the area of S.W 12th South Bay. This detail was from Wednesday January 5, 2022, through Friday, January 14, 2022.

(See italicized below)

Overall, traffic along Palm Beach Road was at a minimum. ATV's and dirt bikes appear to be an issue. The Community Policing Unit took some pro-active approaches to combat the issue. Contact was with several person(s) at their residence who were working on the dirt bikes. They were educated on motorcycle safety and where they can legally ride them, which is not the roadway. Most of them were juveniles. Several of them by face, so if any further violations occur, they understand they're subject to arrest.

*The City of South Bay Mayor's Office and City Commission has expressed concerns regarding a major traffic issue on SW 12th Ave., south, to Virginia Lane. The complaints are regarding speeders driving from MLK to Virginia Lane and vice versa, on SW 12th. The times are from about 1500hrs - 1900hrs. Lt Mugridge has authorized The District 5 Community Policing Unit to address the problem. A **Zero tolerance** approach will be taken per the city.*

Totals

- Traffic stops: 88
- Traffic Citations: 65
- Warnings: 38
- FIRs: 5
- Arrest: 2
- Drug case: 1
- Tag Seized: 1



**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
12950 Worldgate Dr #310
Herndon, VA 20170
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:

QUOTE Q-52828

DATE: 08/12/2020

**PAGE
NO:**
1

Questions contact:

**MANUFACTURER:
All Traffic Solutions**

Dan Hanrahan
(866) 366-6602
x 327
dhanrahan@alltrafficsolutions.c
om

Independent Sales Rep:

BILL TO:

Palm Beach County Sheriff's Ofc (FL)
3228 Gun Club Road
West Palm Beach FL 33406

Billing Contact: 0030y00002VfGPJAA3

SHIP TO:

Palm Beach County Sheriff's Ofc (FL)
3228 Gun Club Road
West Palm Beach FL 33406
Attn: Tammy Bunting

PAYMENT TERMS: Net 30
CUSTOMER: Palm Beach
County Sheriff's Ofc (FL)
CONTACT:(863) 599-9876 ext, 0

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000468	instALERT 24 Message Display; base unit (select mount separately)	1	\$6,250.00	\$6,250.00
4000771	App, Messaging Suite (12mo); Equip Mgmt, Image Mgmt, Alerts, Mapping and PremierCare	1	\$950.00	\$950.00
4000769	Base Model CREDIT, message display; requires min 1 yr TrafficCloud Message Suite	1	(\$600.00)	(\$600.00)
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	1	\$0.00	\$0.00
4000256	PowerCase PC36, 36Ah power supply, 12VDC output, 120VAC input	1	\$595.00	\$595.00
4000263	Portable post, standard, folding assembly (add mounting bracket separately)	1	\$350.00	\$350.00
4100120	hrns, Power cord, iA w/ 30 amp plug for post, hitch	1	\$200.00	\$200.00
4900032	Carrying Case; iA24 softcase with storage pockets	1	\$255.00	\$255.00
4001299	3 Year Warranty	1	\$0.00	\$0.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1	\$100.00	\$100.00
4001626	VZW communications prep	1	\$0.00	\$0.00

4000641	Shipping and Handling Common Carrier	1	\$175.00	\$175.00
4001192	Discount - Promotion	1	(\$400.00)	(\$400.00)

Special Notes:

InstAlert 24 Variable Message sign: Portable Post and mount plate - PC36 battery power case - all features activated perpetually (Bluetooth and imaging) - 1 year of TrafficCloud web services to all Apps (Remote Management - Imaging - Alerts - Mapping - Premier Care warranty) - carrying case - shipping and training - 3 year warranty.

**SALES
AMOUNT:**

\$7,875.00

**TOTAL
USD:**

\$7,875.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Print Name, Title

Signature

Date