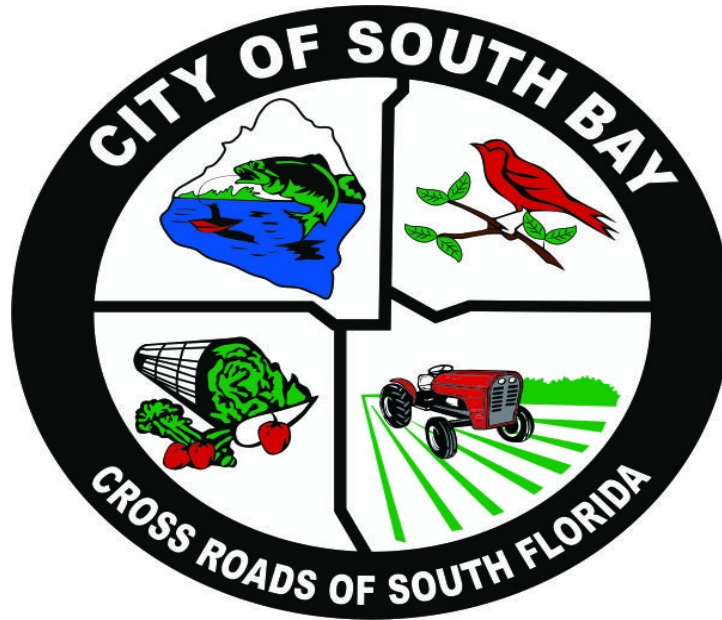




The Crossroads of South Florida,
We envision a sustainable economy, Let Us Grow Together

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, APRIL 19, 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, APRIL 19, 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. Presentation: *Larry Diamond*
Tri-City Beta Initiative
 - 3.b. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER

TUESDAY, APRIL 19, 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. Mental Health Awareness Month, *Proclamation*

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

5. CONSENT AGENDA

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

**5.a. Regular City Workshop and City Meeting
Approval of City Minutes –April 05, 2022**

**5.b. Regular City Workshop and City Meeting
Approval of Meeting Agenda -April 19, 2022**

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

6.a. RESOLUTION 15-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH KTM YOUTH AND COMMUNITY NETWORK, INC.; PROVIDING AN EFFECTIVE DATE

- 6.b. RESOLUTION 16-2022**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH BELEGANT CREATIVEEVENTS LLC; PROVIDING AN EFFECTIVE DATE
- 6.c. RESOLUTION 17-2022**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH LATANGELA EPPS HOME HEALTH; PROVIDING AN EFFECTIVE DATE
- 6.d. RESOLUTION 18-2022**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH VILLA LAGO CHILD DEVELOPMENT CENTER, INC.; PROVIDING AN EFFECTIVE DATE
- 6.e. RESOLUTION 19-2022**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH LONG ISLAND FOOD MARKET, INC.; PROVIDING AN EFFECTIVE DATE
- 6.f. RESOLUTION 20-2022**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH RISE AND SHINE CHRISTIAN ACADEMY, INC; PROVIDING AN EFFECTIVE DATE
- 6.g. RESOLUTION 21-2022**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS AND PROJECTS PROCUREMENT POLICIES AND PROCEDURES; 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. 03-2022

A ORDINANCE OF THE CITY COMMISSION FOR THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 10 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "ELECTIONS", SPECIFICALLY AMENDING ARTICLE II, SECTION 10-27 ENTITLED "ABSENTEE BALLOTING" TO CHANGE THE TITLE TO "SUPERVISOR OF ELECTIONS" AND TO DEFINE THE CITY'S SUPERVISOR OF ELECTIONS AS THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS; TO AMEND ARTICLE III, OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "CANDIDATES" TO SPECIFICALLY AMEND SECTION 10-50 ENTITLED "QUALIFYING DATES" TO CHANGE THE TIME OF QUALIFYING FROM NOT LATER THAN 30 DAYS PRIOR TO THE ELECTION, NOR MORE THAN 60 DAYS PRIOR TO THE ELECTION TO NO LATER THAN THE 95th DAY BEFORE THE ELECTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9.a. Accounts Payable Report

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT



2022

DIVERGENCE TO CONVERGENCE TO RESURGENCE



Larry Diamond
[Company name]
4/9/2022





A LETTER OF COLLABORATIVE ALLIANCE

Wall Street International, Inc. hereafter referred to as WSI is an incorporated, for profit-corporation dedicated to the designing, training and managing of human resources to aid community-based organizations to undertake social, economic and wellness enrichment initiatives to benefit children, youth and adult and their families. At the heart of all of WSI Outreach initiatives is the community-based organization. WSI Outreach empowers those community-based organizations that are committed to learning how to consult and finds ways to address the enrichment needs of the children, youth and families in their community.

A critical component of our work with these organizations is collaboration with area human development and social service providers. This collaboration enables community-based organizations to expand their base of resources through the training of their community's human resources and the involvement of other talented professionals.

This document constitutes a MOU of good faith and commitment between WSI Outreach, and your human development and or social service organization known as _____. It is understood that the collaboration between WSI Outreach, & _____ may occur during any one or all of the three phases below.

These phases are as follows 1. Needs Assessment 2. Initiative Formulation, 3. Initiative Development, and Institution Building. Any time during these phases WSI may request the assistance of your agency to aid it in helping community-based organizations determine their needs and the resources available to such organizations for addressing these needs. WSI also aids community-based organizations in forming strategic alliances with businesses, governments and philanthropic institutions throughout its community to expand the community-based organization's resources to sustain enrichment initiatives.

This letter is for WSI Outreach to collaborate with _____ to give its advice, training and technical assistance to community-based institutions. This letter is signed in good faith with an expectation of excellence in efforts and outcomes. This is not a contract.

WSI, INC.

Community-Based Organization

Lead Organization

Representative

Representative

Date

Date

WHO WE ARE:

We are a collaboration of organizations working together to achieve specific goals with objectives & results.

Wall Street International, Inc. hereafter referred to as WSI, INC. Is a Faith-Based incorporated for-profit business development, program designing, Management & leadership development Organization dedicated to acquiring funding, designing, implementing, and sustaining businesses, programs, and the coordination of collaboration of human resources to aid community-based organizations to undertake social and economic development initiatives.

The specific **MISSION** of the corporation is to provide programs and services to all communities that will promote self-sufficiency, social and community involvement. That will promote within family integrity, principles, housing, life skills, business, job creation and spiritual development.

VISION

We will develop healthier, more competent communities, by reshaping the delivery system of financial income, business development, life skills development, personal development, business management, leadership and security services at the local level. We are dedicated to developing community-based leadership and involvement through home-based business development.

❑ My Back Story

▪ Education

- Graduate from Pahokee High School in 1976
- Texas College/ BSCA/ Graduated 1983
- The Vision to Action Form 1995
- Ordained & License 2011
- The Sure Foundation Theological Institute 2011-2014
 - AA/ Graduated
 - Bachelor Degree
- Co-Founder of Z-DEK Theological & Business Institute 2015
 - We have 2 Certification Program & Eight Degree Programs in Theology
 - We have 15 Certification Programs in Business

▪ Work Experience

- I have distinctive experience in business management in non-profit organizations as well as overseeing and optimizing consumer interactions. I am highly recognized for my abilities in curriculum designing, SOP Manual, business operation systems, employee handbook, program designing, creating, improving, and implementing strategic business plans and training processes. I have experience in working with leadership and board members to strategize, organize, and sustain processes that ultimately builds healthier communities and promote company growth.

▪ **Ministries & Businesses**

- The ICC, Inc.
 - The ARK2020
 - Z-DEK Theological & Business Institute
 - Seed Time & Harvest
 - The pay-it-forward programs
 - ❖ **The Tri-City Beta Initiative**
 - D-Phoenix Satellite Housing
 - Housing, education & training for the homeless
- DCI, Inc.
 - WSI, Inc: We are a collaboration of organizations
 - The Regional Office
 - The State Office
 - The CDC
 - The District Office

The objective of the regional office is to oversee the regional directors, the regional directors will oversee the state directors, the State Directors will oversee the development of the Wall Street districts and businesses in the potential location in order to create and protect the black community values which will ensure the needs of the stakeholders are understood and addressed.

Our Launch date is June 16th – 19th 2022 during the Juneteenth Global celebration

▪ **Our Eight Step Implementation Plan**

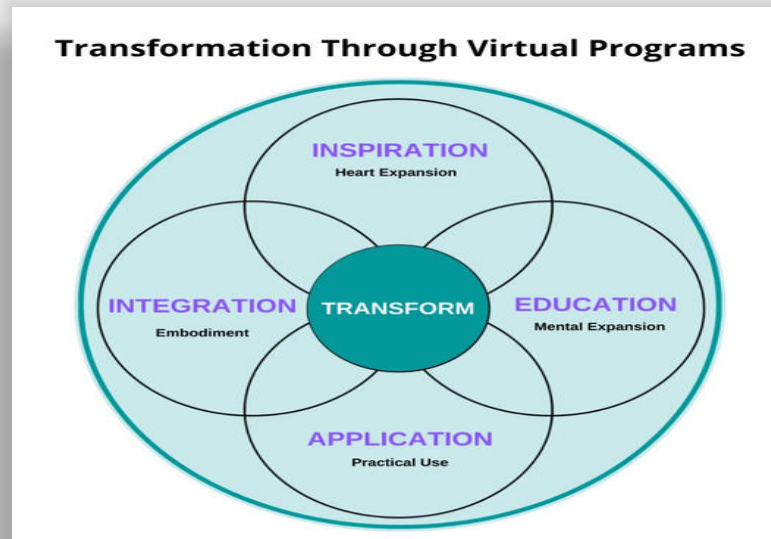
- The Right Spirit
- Recognizing A Black Wall Street District
- Measurable Objectives
- Evaluation
- Capacity Analysis
- Feasibility Study
- Legislation
- Black Wall Street District Business Proposal

OUR PLATFORM

▪ **The Resurgence of Black Wall Street**

- Building People
- Building Wealth & Prosperity
- To Achieve Community Restoration

The Whole Wellness Education & Training Systems



Transformation #1: Building People

- The Eight Dimensions of Whole Wellness are:

1. Physical—Recognizing the need for physical activity, healthy foods, and sleep
2. Emotional—Coping effectively with life and creating satisfying relationships
3. Spiritual—Expanding a sense of purpose and meaning in life
4. Social—Developing a sense of connection, belonging, and a well-developed support system
5. Intellectual—Recognizing creative abilities and finding ways to expand knowledge and skills
6. Financial—Satisfaction with current and future financial situations
7. Occupational—Personal satisfaction and enrichment from one's work
8. Environmental—Good health by occupying pleasant, stimulating environments that support well-being.

The Tangible Results: A System of Assessments, Goals, Objectives & Results

Transformation #2: Building Wealth & Prosperity

- ❑ Employment, Career & Entrepreneurship Vision Mapping
 - Employment Scope: Job Readiness
 - Job Search Guide
 - Strategies for Professional
 - Job Education & Training
 - Career Scope: Career Vision Mapping
 - A Guide to Identifying Your Career Interest
 - Career Readiness Competencies
 - Occupational Outlook Handbook for Career Search
 - Business Scope: Strategic Planning
 - SOP Manual
 - Business Plan
 - Business Operation System
 - Executive Management
 - Administrative Management
 - Operation Management
 - Employee Handbook
 - Professional Business Management Training

The Tangible Results: Strategic Planning for Employment, Career & Entrepreneurship with Professional Business Management & Business Development Planning.

Transformation #3: Community Restoration Thru the CDSC 3-60 Ecosystem

- ❑ Building Communities Thru The CDSC 3-60 Ecosystems
 - The Ecosystem
 - The Seven Pillars of Influence
 - The Pillar of Family: We will restore loyalty, commitment, acceptance and honesty
 - The Pillar of Education: We will restore Wisdom & Knowledge to push back every sabotaging spirit, to understand the timing and seasons and to line up in the proper place.
 - The Pillar of Spiritual Development: We will restore patients, humility, and how to be open to receive from all of the other Pillars.

- The Pillar of Economic Development: We will restore character, integrity, diligent, commitment, hard work, and activate the principles of sowing and reaping, and to understand wealth so much fruit will come forth.
- The Pillar of Government: We will restore Righteousness, justice, law, divine order, to stand in the face of death, and to stand for what is right, pure and holy.
- The Pillar of Media: We will restore truth, hope, to release a new sound into the earth realm and draw the dying world to God.
- The Pillar of Arts & Entertainment: We will restore purity, creativity, to fashion back this Pillars to its original blue print that it's suppose to be and it will begin to fight the perversion and uncleanness.

The Tangible Results: Resurgence Which is a Growth or Increase That Occurs After a Period Without Growth or Increase Which Leads To a Process In Which Something Start to Grow Develop and becomes successful again.

METHODOLOGY: The How

THE EXECUTION STRATEGY

WSI MEMBERSHIP ACADEMY

Memberships are all about access - access to us, access to content, access to like-minded people. And it's this accessibility that makes the membership model so attractive.

- 1: Many not 1:1 work
- 2: Requires less monthly sales
- 3: Easy to scale
- 4: Income is predictable
- 5: Retention is more important than new sales

This is because the membership model is very attractive when compared to product or service businesses and here are some of the reason why.

PRODUCT	SERVICE	MEMBERSHIP
1. Focus on the sale	1.Focus on custom or 1:1	1. Many not 1:1 work
2. Little or no follow-up	2.Trading time for money	2.Requires less monthly sales
3.Start from 0 each month	3.Difficult to sale	3.Easy to sale
4.Income is unpredictable	4.Income is Unpredictable	4.Income is predictable
5.Need as many sales as possible	5.Must continually attract new clients	5.Retention is more important than new sales

For a membership site owner, an online membership has many benefits, including:

- **Fulfillment:** by allowing you to reach and impact more people, doing work we enjoy.
- **Freedom:** both financially and logistically, due to the one-to-many approach.
- **Flexibility:** as we set the terms and can create a membership around our needs.
- **Financial stability:** due to the recurring income that means we start off each month from a place of certainty rather than doubt

Memberships aren't just beneficial to us though, they're beneficial to our members as well. They open up a world of possibilities for people, enabling them to:

- Access education and resources that may not be available offline.
- Connect with others so they feel like they belong to something and know there are others out there with a similar problem or passion.
- Get the support they need, whether that's an answer to a question, feedback, or just some extra motivation and accountability.
- Get access to the resources you offer at an affordable price point.

For all of the benefits of the business model, perhaps the most important question to ask ourselves is "Why are we looking to create a membership site?" It's because there's a topic we're experts in and feel passionate about and want to teach it to others, we want to bring together a community of like-minded people we are also looking for a better way to leverage our time and increase our income.

MENTAL HEALTH AWARENESS AND TRAUMA INFORMED CARE MONTH



WHEREAS, mental health is essential to everyone’s overall health and well-being, and everyone experiences times of stress and struggles in their lives, especially in the last year due to the pandemic, social and racial injustice and;

WHEREAS, one in four adults and one in five youth ages 13-18 experience serious mental illness and;

WHEREAS, 60 percent of adults and 50 percent of youth do not receive the treatment necessary for their mental health needs due to limited or no knowledge of the need, barriers to care, or fear and shame, and;

WHEREAS, research recognizes that adverse childhood experiences (ACEs), which include, but are not limited to physical, emotional and sexual abuse, physical and emotional neglect, household dysfunction, untreated mental illness, or incarceration of a household member, domestic violence, and separation or divorce involving household members, are traumatic experiences that can have a profound effect on a child’s developing brain and body and can result in poor physical and mental health during childhood and adulthood, and;

WHEREAS, community understanding and available supports and services can greatly impact a person’s ability to handle their stress and struggle and move forward, and;

WHEREAS, promoting mental health and wellness leads to higher overall productivity, better educational outcomes, lower crime rates, stronger economies, lower health care costs, improved family life, improved quality of life and increased lifespan, and;

WHEREAS, studies show that the effects of ACEs are felt by people regardless of race, ethnicity, religion, gender, sexual orientation, or socio-economic status, and;

WHEREAS, each business, school, government agency, healthcare provider, faith-based organization, non-profit agency and citizen shares accountability for the community’s mental health needs and has a responsibility to promote mental wellness and support prevention efforts, and;

WHEREAS, the importance of attending to mental health has become even more pronounced in the last 2 years due to COVID-19, political and social unrest, and the resulting economic crisis. Isolation, sickness, grief, job loss, food instability, and loss of routines has increased the need for mental health services. At the same time, the need to protect people from COVID-19 has made it more challenging for people to access mental health services, and harder for providers to deliver this care.

WHEREAS, the Board of County Commissioners of Palm Beach County, recognizes the impact of awareness and education, access to services and acceptance of the importance of mental health and well-being to a person’s overall success and supports the implementation of trauma informed approaches throughout the systems of care.

NOW, THEREFORE, on behalf of the City of South Bay, FL, we do hereby declare the month of May, as "MENTAL HEALTH AWARENESS TRAUMA INFORMED CARE MONTH IN PALM BEACH COUNTY, FLORIDA".

PROCLAIMED THIS 19TH DAY OF APRIL, 2022

ATTEST:

Natalie Malone, City Clerk

Joe Kyles, Mayor

CITY OF SOUTH BAY, FL
CITY WORKSHOP
CITY HALL CHAMBER
TUESDAY, APRIL 05, 2022
6:30PM

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther Berry
Commissioner Taranza McKelvin at 6:40pm

Staff:

Natalie Malone, City Clerk
Leondrae Camel, City Manager
Massih Saadatmand, Finance Director
Candice Cobb, 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. Presentation:
Cassandra Paniagua
Florida Rural Legal Services
 - 3.b. Agenda Items
4. **ADJOURNMENT**

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, APRIL 05, 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 April 05, 2022 at 7:02 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

Staff:

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

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

2. DISCLOSURE OF VOTING CONFLICTS: NONE

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

**3.a. Presentation to the Commission from
Legal Aid Society of Palm Beach County**
Sylvia Sharps, Grants Management Coordinator

3.b. Rosenwald Elementary School Report

Mr. Hightower, School Principal

- Rosenwald Steppers will perform in Jacksonville, FL on 4/22/22
- Drumline performed at the Black Gold Celebration- upcoming
- Passing of Martha Soriano, Principal Secretary
- Mrs. Myra Lawrence-Matthew, Assistant Principal is not with the District Office
- Mr. Taranza McKelvin promoted to Dean
- 3rd graders currently testing, 4th and 5th graders will begin shortly
- Testing Season: April and May
- Next Year: will begin the Gifted Program (Gifted site)
- April 14, 2022: Pre-K Roundup
- May 3-7, 2022: Teachers Appreciation Week
- May 16-17, 2022: End of testing
- Working with Commissioner Berry

4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**

- 4.a. Annie Ifill, Healthier Glades Initiative- Update

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 – March 01, 2022

- 5.b. Regular City Workshop and City Meeting
Approval of Meeting Agenda- April 05, 2022

ADDITIONS:

- **Presentation and Proclamation 3.b.**
Rosenwald Elementary School Report

Moved By: Commissioner McKelvin

Second By: Vice Mayor Barnard

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

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

- 6.a. Nomination and Appointment of Mayor

Nominee: *Joe Kyles*

Moved By: *Commissioner McKelvin*

Second By: Vice Mayor Barnard

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

Nomination and Appointment of Vice Mayor

Nominee: Betty Barnard

Moved By: Commissioner McKelvin

Second By: Commissioner Berry

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

Nomination and Appointment of Treasurer

Nominee: Esther Berry

Moved By: Commissioner McKelvin

Second By: Vice Mayor Barnard

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

Motion to Retain City Clerk

Nominee: Natalie Malone

Moved By: Commissioner Berry

Second By: Commissioner McKelvin

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

Motion to Retain City Attorney

Nominee: Mrs. Week's and her staff

Moved By: Commissioner Berry

Second By: Vice Mayor Barnard

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

6.b. RESOLUTION NO. 11-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING THE CITY OF SOUTH BAY ACCOUNTING POLICY AND PROCEDURES; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Wilson

Second By: Vice-Mayor Barnard

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

6.c. RESOLUTION NO. 12-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING THE PURCHASING POLICY AND PROCEDURES; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Berry

Second By: Vice-Mayor Barnard

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

6.d. RESOLUTION NO. 13-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR RENOVATION AND REPAIR OF BATHROOM REMODEL PROJECT BETWEEN TOTAL SOLUTION CONTRACTORS, INC. AND THE CITY OF SOUTH BAY AS AN EMERGENCY PURCHASE; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Berry

Second By: Vice-Mayor Barnard

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

6.e. RESOLUTION NO. 14-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT FROM COLOME & ASSOCIATES, INC. PERTAINING TO THE COX PARK REHABILITATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner McKelvin

Second By: Commissioner Berry

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

- Commissioner McKelvin exits at 7:40pm

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

- 9.a. Accounts Payable Report- February 15, 2022

10. CITY CLERK REPORT

- 10.a. Great American Cleanup:
Date: April 30, 2022
Time: 8am-12pm
Location: 105 Palm Beach Rd. South Bay. FL 33493
Contact Edgar Kerr for more details (561)261-6576

11. CITY MANAGER REPORT

- 11.a. Reconstruction of SW 10th
11.b. Update on the Sidewalk project
11.c. Activities surrounding Parks and Rec
11.d. Not for profit/For-profit Small Business Applications Grant
application process
11.e. Park of Commerce update
11.f. Federal Appropriations Request

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

- 13.a. Commissioner Berry: *Master Planning ongoing*

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER**14.a. Commissioner Esther Berry**

- Have a pleasant evening

14.b. Vice Mayor Betty Barnard

- Thanks for coming
- Acknowledgements
- Congratulations

14.c. Mayor Joe Kyles

- Ditto to what has been said
- Acknowledgements
- Graduation Dates
- Thank you

15. ADJOURNMENT

Joe Kyles, Mayor

ATTESTED BY:

Natalie Malone, City Clerk

RESOLUTION NO. 15-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH KTM YOUTH AND COMMUNITY NETWORK, INC.; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds for the execution and implementation of the American Rescue Plan Act of 2021; and

WHEREAS, the City of South Bay ("City") adopted the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Policy to allow for subawards of Fiscal Recovery Funds to be used for eligible purposes and to determine the procedures for distribution, monitoring, tracking 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; and

WHEREAS, the City has the responsibility to issue subawards that conform to agency and award specific requirements, to manage risk and monitor the status of the findings that specifically relate to subawards; and

WHEREAS, there are sufficient funds in the American Rescue Plan Act Appropriation to the City in order to fund the subrecipient grants; and

WHEREAS, the City Commission of the City of South Bay finds that entering into an American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with KTM Youth and Community Network, Inc. is in the best interests of the residents of the City.

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

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

Section 2. Authorization of Mayor. The City Commission of the City of South Bay, Florida hereby authorizes the Mayor to execute the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with KTM Youth and Community Network, Inc., attached hereto as Exhibit "A". The City

Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 19th day of April, 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)

FY 2021-2022 ARPA SUBRECIPIENT GRANT

AGREEMENT between City of South Bay

and

KTM Youth and Community Network INC

THIS AGREEMENT entered into this _____ day of _____, 20__ is between the CITY OF SOUTH BAY, a Florida municipal corporation, hereinafter referred to as "CITY," and KTM Youth and Community Network INC. Hereinafter referred to as "the SUBRECIPIENT," having its principal office at 1025 Palm Beach RD, South Bay, FL 33493 and its Federal Tax Identification Number as 81-2809737.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for the execution and implementation the American Rescue Plan Act (ARPA) in the CITY, pursuant to the Interim Final Rule of May 17, 2021, and the Final Rule, effective date April 1, 2022 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the City of South Bay ARPA Master Spending Plan;

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

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

- 1.1 "ARPA" means American Rescue Plan Act.
- 1.2 "Treasury" means the U.S. Department of Treasury.
- 1.3 "OMB" means the Federal Office of Management and Budget.
- 1.4 "CFR" means the Code of Federal Regulations.
- 1.5 "2 CFR" refers to the Section of the Code of Federal Regulations pertaining to Grants and Agreements.
- 1.6 "CSLFRF" means Coronavirus State and Local Fiscal Recovery Funds (also referred to as ARPA funds).
- 1.7 "31 CFR 35.6" refers to the Section of the Code of Federal Regulations pertaining to the Eligible Uses for Part 35, Subpart A - Coronavirus State and Local Fiscal Recovery Funds.

- 1.8 “Program Income” means gross income received directly generated or earned from the use of ARPA funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.9 “Property” means any purchase of equipment or real property with CSLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose in project budget detail.
- a. “Real Property” means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
- b. “Personal Property” means personal property of any kind except real property.
- c. “Nonexpendable Personal Property” means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
- d. “Expendable Personal Property” means all tangible personal property other than nonexpendable property.
- 1.10 “Subrecipient” means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II FUNDING AND BUDGET

The maximum amount payable by the CITY under this Agreement will be Ten Thousand Dollars and 00/100 (\$10,000.00). The SUBRECIPIENT shall carry out the activities specified in Attachment A, “Scope of Services.” This award is a subaward of CSLFRF funds and the SUBRECIPIENT must comply with any and all requirements for use of CSLFR funds and reporting requirements for expenditures of CSLFRF funds.

ARTICLE III FUNDING AND METHOD OF PAYMENT

- 3.1 The maximum amount payable by the CITY under this Agreement will be Ten Thousand Dollars and 00/100 (\$10,000.00). It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from federal ARPA funds and funding is contingent upon approval and funding by the South Bay City Commission. SUBRECIPIENT agrees to reimburse CITY, in full, all funds remitted to SUBRECIPIENT by CITY that do not comply with any and all requirements for use of ARPA funding.

- 3.2 The CITY will be invoiced by the SUBRECIPIENT for eligible expenses on a reimbursement basis, and will disburse payments once per quarter unless there is a mutual agreement otherwise. Bills shall be submitted by the SUBRECIPIENT at least two weeks in advance and will be paid provided appropriate documentation and status and beneficiary reports are attached to the invoice.
- 3.3 Payment by the CITY shall be contingent upon timely receipt of accurate and complete reports and records required by this Agreement.
- 3.3 Prior to receipt of ARPA funds (through reimbursement), SUBRECIPIENT shall submit the following documentation:
- a. Quarterly Progress Report.
 - b. All back up original documentation relating to the expenditures being involved.
- 3.4 Release of funds is subject to the approval of the ARPA Project Manager, Finance Director, and/or City Manager.

ARTICLE IV TERM OF AGREEMENT

The term of this Agreement shall be from April 15, 2022 to April 15, 2023.

ARTICLE V SUSPENSION AND TERMINATION

- 5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

- a. ineffective or improper use of ARPA funds,
 - b. failure to comply with the Statement of Work or terms of this Agreement,
 - c. failure to submit reports as required,
 - d. submittal of materially incorrect or incomplete reports,
 - e. failure to comply with any additional conditions that may be imposed by the Treasury, OMB, or CITY.
- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days' notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI RECORDS AND REPORTS

- 6.1 The SUBRECIPIENT agrees to maintain and produce all business records related to use of the subaward grant funds and related business expenditures from the time of grant award through December 31, 2029.
- 6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

ARTICLE VII PROGRAM INCOME

The SUBRECIPIENT agrees to expend ARPA funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement and are an eligible use under 31 CFR 35.6. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 31 CFR 35.6 and must be pre-approved by the CITY.

ARTICLE VIII PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the ARPA Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

ARTICLE IX GENERAL CONDITIONS

- 9.1 Federal Office of Management and Budget Requirements: The SUBRECIPIENT shall comply with requirements established by the Federal Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS) and System for Award Management (SAM) database, as set forth on 2 CFR Part 200, and the Federal Accountability and Transparency Act, as set forth at 2 CFR Part 170.
- 9.2 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including 2 CFR part 200, subpart E, OMB A-21, 2 CFR part 200, subpart F. The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights

Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

- 9.3 Other Program Requirements: The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to 31 CFR 35.6 Treasury Department Interim Regulations, Treasury Department CSLFRF Frequently Asked Questions, and Treasury Department CSLFRF Compliance and Reporting Guidance.
- 9.4 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.
- 9.5 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by the Treasury. The SUBRECIPIENT shall allow the CITY or the Treasury to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or the Treasury. Ongoing monitoring of the SUBRECIPIENT will be done through quarterly reporting from the SUBRECIPIENT to the City. Reporting requirements will be based upon the SUBRECIPIENT'S risk assessment and in compliance with the CSLFRF Compliance and Reporting Guidance and Uniform Guidance 2 CFR Part 200. Monitoring will include identification of deficiencies in meeting stated requirements in Article II of this agreement and follow-up to ensure appropriate remediation.
- 9.6 Audits: Any non-federal agency and/or non-profit organization that expend \$750,000 or more annually in federal awards shall have a single or program specific audit conducted

accordance with 2 CFR 200, Subpart F. Non-federal agencies and/or nonprofit organizations that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR 200, Subpart F, although their records must be available for review. These agencies are required by the CITY to submit “reduced scope” audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

- 9.7 **Uniform Administrative Requirements:** The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:

- a. Specific provisions of the uniform administrative requirements of 2 CFR 200, Subpart E – Cost Principles
- b. OMB 2021 Compliance Supplement Addendum Final V2 (Audit Requirements).
- c. Applicable provisions of 31 CFR 35.6.

- 9.8 **Lobbying Prohibition:** The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 Agreement, 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 Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY 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 Agreement.

- 9.9 **Insurance:** The SUBRECIPIENT shall furnish to the CITY, c/o the ARPA Project Manager, certificate(s) of current insurance coverage.

- 9.10 **Property:** All real property purchased in whole or in part with funds from this agreement with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner’s name if different from the SUBRECIPIENT, information on the transfer or disposition of

the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the ARPA national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the ARPA national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this agreement with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.12 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in 2 CFR 200, Subpart E, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.13 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.14 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.
- 9.15 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

9.16 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.17 Indemnification: SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.17.

9.18 Public Records: SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
- b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

- e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.19 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this

day of _____, 20____.

WITNESSES:

Print_____

By: _____

Title

Print_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____,
20_____,
by _____.

Personally Known _____ OR Produced Identification _____ Type of Identification Produced
_____.

Seal

NOTARY PUBLIC

Signature

Print

ATTEST:

CITY OF SOUTH BAY, FLORIDA

By: _____

City Clerk

By:

Mayor

Approved as to form:

City Attorney

RESOLUTION NO. 16-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH BELEGANT CREATIVEEVENTS LLC; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds for the execution and implementation of the American Rescue Plan Act of 2021; and

WHEREAS, the City of South Bay ("City") adopted the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Policy to allow for subawards of Fiscal Recovery Funds to be used for eligible purposes and to determine the procedures for distribution, monitoring, tracking 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; and

WHEREAS, the City has the responsibility to issue subawards that conform to agency and award specific requirements, to manage risk and monitor the status of the findings that specifically relate to subawards; and

WHEREAS, there are sufficient funds in the American Rescue Plan Act Appropriation to the City in order to fund the subrecipient grants; and

WHEREAS, the City Commission of the City of South Bay finds that entering into an American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Belegant Creativeevents LLC is in the best interests of the residents of the City.

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

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

Section 2. Authorization of Mayor. The City Commission of the City of South Bay, Florida hereby authorizes the Mayor to execute the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Belegant Creativeevents LLC, attached hereto as Exhibit "A". The City Manager is

hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 19th day of April, 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)

FY 2021-2022 ARPA SUBRECIPIENT GRANT

AGREEMENT between City of South Bay

and

Belegant Creative Events LLC

THIS AGREEMENT entered into this ____ day of _____, 20__ is between the CITY OF SOUTH BAY, a Florida municipal corporation, hereinafter referred to as "CITY," and Belegant Creative Events LLC. Hereinafter referred to as "the SUBRECIPIENT," having its principal office at 206 SW 12th Avenue, South Bay, FL 33493 and its Federal Tax Identification Number as 85-1202320.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for the execution and implementation the American Rescue Plan Act (ARPA) in the CITY, pursuant to the Interim Final Rule of May 17, 2021, and the Final Rule, effective date April 1, 2022 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the City of South Bay ARPA Master Spending Plan;

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

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

- 1.1 "ARPA" means American Rescue Plan Act.
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- 1.5 "2 CFR" refers to the Section of the Code of Federal Regulations pertaining to Grants and Agreements.
- 1.6 "CSLFRF" means Coronavirus State and Local Fiscal Recovery Funds (also referred to as ARPA funds).
- 1.7 "31 CFR 35.6" refers to the Section of the Code of Federal Regulations pertaining to the Eligible Uses for Part 35, Subpart A - Coronavirus State and Local Fiscal Recovery Funds.

- 1.8 “Program Income” means gross income received directly generated or earned from the use of ARPA funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
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- a. “Real Property” means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
- b. “Personal Property” means personal property of any kind except real property.
- c. “Nonexpendable Personal Property” means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
- d. “Expendable Personal Property” means all tangible personal property other than nonexpendable property.
- 1.10 “Subrecipient” means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II FUNDING AND BUDGET

The maximum amount payable by the CITY under this Agreement will be Three Thousand and Five Hundred 00/100 (\$3,500.00). The SUBRECIPIENT shall carry out the activities specified in Attachment A, “Scope of Services.” This award is a subaward of CSLFRF funds and the SUBRECIPIENT must comply with any and all requirements for use of CSLFR funds and reporting requirements for expenditures of CSLFRF funds.

ARTICLE III FUNDING AND METHOD OF PAYMENT

- 3.1 The maximum amount payable by the CITY under this Agreement will be Three Thousand Five Hundred Dollars 00/100 (\$3,500.00). It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from federal ARPA funds and funding is contingent upon approval and funding by the South Bay City Commission. SUBRECIPIENT agrees to reimburse CITY, in full, all funds remitted to SUBRECIPIENT by CITY that do not comply with any and all requirements for use of ARPA funding.

- 3.2 The CITY will be invoiced by the SUBRECIPIENT for eligible expenses on a reimbursement basis, and will disburse payments once per quarter unless there is a mutual agreement otherwise. Bills shall be submitted by the SUBRECIPIENT at least two weeks in advance and will be paid provided appropriate documentation and status and beneficiary reports are attached to the invoice.
- 3.3 Payment by the CITY shall be contingent upon timely receipt of accurate and complete reports and records required by this Agreement.
- 3.3 Prior to receipt of ARPA funds (through reimbursement), SUBRECIPIENT shall submit the following documentation:
- a. Quarterly Progress Report.
 - b. All back up original documentation relating to the expenditures being involved.
- 3.4 Release of funds is subject to the approval of the ARPA Project Manager, Finance Director, and/or City Manager.

ARTICLE IV TERM OF AGREEMENT

The term of this Agreement shall be from April 15, 2022 to April 15, 2023.

ARTICLE V SUSPENSION AND TERMINATION

- 5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

- a. ineffective or improper use of ARPA funds,
 - b. failure to comply with the Statement of Work or terms of this Agreement,
 - c. failure to submit reports as required,
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- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days' notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI RECORDS AND REPORTS

- 6.1 The SUBRECIPIENT agrees to maintain and produce all business records related to use of the subaward grant funds and related business expenditures from the time of grant award through December 31, 2029.
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The SUBRECIPIENT agrees to expend ARPA funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement and are an eligible use under 31 CFR 35.6. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 31 CFR 35.6 and must be pre-approved by the CITY.

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The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the ARPA Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

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- 9.2 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including 2 CFR part 200, subpart E, OMB A-21, 2 CFR part 200, subpart F.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

- 9.3 Other Program Requirements: The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to 31 CFR 35.6 Treasury Department Interim Regulations, Treasury Department CSLFRF Frequently Asked Questions, and Treasury Department CSLFRF Compliance and Reporting Guidance.
- 9.4 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.
- 9.5 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by the Treasury. The SUBRECIPIENT shall allow the CITY or the Treasury to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or the Treasury. Ongoing monitoring of the SUBRECIPIENT will be done through quarterly reporting from the SUBRECIPIENT to the City. Reporting requirements will be based upon the SUBRECIPIENT'S risk assessment and in compliance with the CSLFRF Compliance and Reporting Guidance and Uniform Guidance 2 CFR

Part 200. Monitoring will include identification of deficiencies in meeting stated requirements in Article II of this agreement and follow-up to ensure appropriate remediation.

- 9.6 Audits: Any non-federal agency and/or non-profit organization that expend \$750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with 2 CFR 200, Subpart F. Non-federal agencies and/or nonprofit organizations that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR 200, Subpart F, although their records must be available for review. These agencies are required by the CITY to submit “reduced scope” audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

- 9.7 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:
- a. Specific provisions of the uniform administrative requirements of 2 CFR 200, Subpart E – Cost Principles
 - b. OMB 2021 Compliance Supplement Addendum Final V2 (Audit Requirements).
 - c. Applicable provisions of 31 CFR 35.6.

- 9.8 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 Agreement, 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 Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY 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 Agreement.

- 9.9 Insurance: The SUBRECIPIENT shall furnish to the CITY, c/o the ARPA Project Manager, certificate(s) of current insurance coverage.
- 9.10 Property: All real property purchased in whole or in part with funds from this agreement with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall

include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of

the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the ARPA national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the ARPA national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this agreement with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.12 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in 2 CFR 200, Subpart E, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.13 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.14 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.
- 9.15 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver

from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

- 9.16 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.
- 9.17 Indemnification: SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.17.

- 9.18 Public Records: SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:
- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
 - b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

- e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.19 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this

day of _____, 20____.

WITNESSES:

Print_____

By: _____

Title

Print_____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____,
20____,
by _____.

Personally Known _____ OR Produced Identification _____ Type of Identification Produced
_____.

Seal

NOTARY PUBLIC

Signature

Print

ATTEST:

CITY OF SOUTH BAY, FLORIDA

By: _____

City Clerk

By:

Mayor

Approved as to form:

City Attorney

RESOLUTION NO. 17-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH LATANGELA EPPS HOME HEALTH; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds for the execution and implementation of the American Rescue Plan Act of 2021; and

WHEREAS, the City of South Bay ("City") adopted the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Policy to allow for subawards of Fiscal Recovery Funds to be used for eligible purposes and to determine the procedures for distribution, monitoring, tracking 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; and

WHEREAS, the City has the responsibility to issue subawards that conform to agency and award specific requirements, to manage risk and monitor the status of the findings that specifically relate to subawards; and

WHEREAS, there are sufficient funds in the American Rescue Plan Act Appropriation to the City in order to fund the subrecipient grants; and

WHEREAS, the City Commission of the City of South Bay finds that entering into an American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Latangela Epps Home Health is in the best interests of the residents of the City.

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

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

Section 2. Authorization of Mayor. The City Commission of the City of South Bay, Florida hereby authorizes the Mayor to execute the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Latangela Epps Home Health, attached hereto as Exhibit "A". The City Manager is

hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 19th day of April, 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)

FY 2021-2022 ARPA SUBRECIPIENT GRANT

AGREEMENT between City of South Bay

and

Latangela Epps Home Health Aide

THIS AGREEMENT entered into this _____ day of _____, 20__ is between the CITY OF SOUTH BAY, a Florida municipal corporation, hereinafter referred to as "CITY," and Latangela Epps Home Health Aide. Hereinafter referred to as "the SUBRECIPIENT," having its principal office at 215 AW 12th Avenue, South Bay, FL 33493 and its Federal Tax Identification Number as 84-4628263.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for the execution and implementation the American Rescue Plan Act (ARPA) in the CITY, pursuant to the Interim Final Rule of May 17, 2021, and the Final Rule, effective date April 1, 2022 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the City of South Bay ARPA Master Spending Plan;

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

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

- 1.1 "ARPA" means American Rescue Plan Act.
- 1.2 "Treasury" means the U.S. Department of Treasury.
- 1.3 "OMB" means the Federal Office of Management and Budget.
- 1.4 "CFR" means the Code of Federal Regulations.
- 1.5 "2 CFR" refers to the Section of the Code of Federal Regulations pertaining to Grants and Agreements.
- 1.6 "CSLFRF" means Coronavirus State and Local Fiscal Recovery Funds (also referred to as ARPA funds).
- 1.7 "31 CFR 35.6" refers to the Section of the Code of Federal Regulations pertaining to the Eligible Uses for Part 35, Subpart A - Coronavirus State and Local Fiscal Recovery Funds.

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2. Purpose

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- 9.1 Federal Office of Management and Budget Requirements: The SUBRECIPIENT shall comply with requirements established by the Federal Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS) and System for Award Management (SAM) database, as set forth on 2 CFR Part 200, and the Federal Accountability and Transparency Act, as set forth at 2 CFR Part 170.

- 9.2 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including 2 CFR part 200, subpart E, OMB A-21, 2 CFR part 200, subpart F.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

- 9.3 Other Program Requirements: The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to 31 CFR 35.6 Treasury Department Interim Regulations, Treasury Department CSLFRF Frequently Asked Questions, and Treasury Department CSLFRF Compliance and Reporting Guidance.

- 9.4 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

- 9.5 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by the Treasury. The SUBRECIPIENT shall allow the CITY or the Treasury to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or the Treasury. Ongoing monitoring of the SUBRECIPIENT will be done through quarterly reporting from the SUBRECIPIENT to the City. Reporting requirements will be based upon the SUBRECIPIENT'S risk assessment and in compliance with the CSLFRF Compliance and Reporting Guidance and Uniform Guidance 2 CFR Part 200. Monitoring will include identification of deficiencies in meeting stated requirements in Article II of this agreement and follow-up to ensure appropriate remediation.

- 9.6 Audits: Any non-federal agency and/or non-profit organization that expend \$750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with 2 CFR 200, Subpart F. Non-federal agencies and/or nonprofit organizations that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR 200, Subpart F, although their records must be available for review. These agencies are required by the CITY to submit “reduced scope” audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

- 9.7 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:
- a. Specific provisions of the uniform administrative requirements of 2 CFR 200, Subpart E – Cost Principles
 - b. OMB 2021 Compliance Supplement Addendum Final V2 (Audit Requirements).
 - c. Applicable provisions of 31 CFR 35.6.

- 9.8 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 Agreement, 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 Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY 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 Agreement.

- 9.9 Insurance: The SUBRECIPIENT shall furnish to the CITY, c/o the ARPA Project Manager, certificate(s) of current insurance coverage.

- 9.10 Property: All real property purchased in whole or in part with funds from this agreement with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner’s name if different from the SUBRECIPIENT, information on the transfer or disposition of

the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the ARPA national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the ARPA national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this agreement with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.12 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in 2 CFR 200, Subpart E, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.13 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.14 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.
- 9.15 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

9.16 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.17 Indemnification: SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.17.

9.18 Public Records: SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
- b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

- e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.19 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this _____ day of _____, 20____.

WITNESSES:

Print _____

By: _____

Title

Print _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____.

Seal

NOTARY PUBLIC

Signature

Print

ATTEST:

CITY OF SOUTH BAY, FLORIDA

By: _____

City Clerk

By:

Mayor

Approved as to form:

City Attorney

RESOLUTION NO. 18-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH VILLA LAGO CHILD DEVELOPMENT CENTER, INC.; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds for the execution and implementation of the American Rescue Plan Act of 2021; and

WHEREAS, the City of South Bay ("City") adopted the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Policy to allow for subawards of Fiscal Recovery Funds to be used for eligible purposes and to determine the procedures for distribution, monitoring, tracking 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; and

WHEREAS, the City has the responsibility to issue subawards that conform to agency and award specific requirements, to manage risk and monitor the status of the findings that specifically relate to subawards; and

WHEREAS, there are sufficient funds in the American Rescue Plan Act Appropriation to the City in order to fund the subrecipient grants; and

WHEREAS, the City Commission of the City of South Bay finds that entering into an American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Villa Lago Child Development Center, Inc. is in the best interests of the residents of the City.

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

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

Section 2. Authorization of Mayor. The City Commission of the City of South Bay, Florida hereby authorizes the Mayor to execute the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Villa Lago Child Development Center, Inc., attached hereto as Exhibit "A". The City

Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 19th day of April, 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)

FY 2021-2022 ARPA SUBRECIPIENT GRANT

AGREEMENT between City of South Bay

and

Villa Largo Child Development Center

THIS AGREEMENT entered into this _____ day of _____, 20__ is between the CITY OF SOUTH BAY, a Florida municipal corporation, hereinafter referred to as "CITY," and Villa Largo Child Care Development Center. Hereinafter referred to as "the SUBRECIPIENT," having its principal office at 525 Azucana Road, South Bay, FL 33493 and its Federal Tax Identification Number as 84-5134495.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for the execution and implementation the American Rescue Plan Act (ARPA) in the CITY, pursuant to the Interim Final Rule of May 17, 2021, and the Final Rule, effective date April 1, 2022 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the City of South Bay ARPA Master Spending Plan;

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

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

- 1.1 "ARPA" means American Rescue Plan Act.
- 1.2 "Treasury" means the U.S. Department of Treasury.
- 1.3 "OMB" means the Federal Office of Management and Budget.
- 1.4 "CFR" means the Code of Federal Regulations.
- 1.5 "2 CFR" refers to the Section of the Code of Federal Regulations pertaining to Grants and Agreements.
- 1.6 "CSLFRF" means Coronavirus State and Local Fiscal Recovery Funds (also referred to as ARPA funds).
- 1.7 "31 CFR 35.6" refers to the Section of the Code of Federal Regulations pertaining to the Eligible Uses for Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

- 1.8 “Program Income” means gross income received directly generated or earned from the use of ARPA funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.9 “Property” means any purchase of equipment or real property with CSLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose in project budget detail.
- a. “Real Property” means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
 - b. “Personal Property” means personal property of any kind except real property.
 - c. “Nonexpendable Personal Property” means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
 - d. “Expendable Personal Property” means all tangible personal property other than nonexpendable property.
- 1.10 “Subrecipient” means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II FUNDING AND BUDGET

The maximum amount payable by the CITY under this Agreement will be Ten Thousand Dollars and 00/100 (\$10,000.00). The SUBRECIPIENT shall carry out the activities specified in Attachment A, “Scope of Services.” This award is a subaward of CSLFRF funds and the SUBRECIPIENT must comply with any and all requirements for use of CSLFR funds and reporting requirements for expenditures of CSLFRF funds.

ARTICLE III FUNDING AND METHOD OF PAYMENT

3.1 The maximum amount payable by the CITY under this Agreement will be Ten Thousand Dollars and 00/100 (\$10,000.00). It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from federal ARPA funds and funding is contingent upon approval and funding by the South Bay City Commission. SUBRECIPIENT agrees to reimburse CITY, in full, all funds remitted to SUBRECIPIENT by CITY that do not comply with any and all requirements for use of ARPA funding.

- 3.2 The CITY will be invoiced by the SUBRECIPIENT for eligible expenses on a reimbursement basis, and will disburse payments once per quarter unless there is a mutual agreement otherwise. Bills shall be submitted by the SUBRECIPIENT at least two weeks in advance and will be paid provided appropriate documentation and status and beneficiary reports are attached to the invoice.
- 3.3 Payment by the CITY shall be contingent upon timely receipt of accurate and complete reports and records required by this Agreement.
- 3.3 Prior to receipt of ARPA funds (through reimbursement), SUBRECIPIENT shall submit the following documentation:
- a. Quarterly Progress Report.
 - b. All back up original documentation relating to the expenditures being involved.
- 3.4 Release of funds is subject to the approval of the ARPA Project Manager, Finance Director, and/or City Manager.

ARTICLE IV TERM OF AGREEMENT

The term of this Agreement shall be from April 15, 2022 to April 15, 2023.

ARTICLE V SUSPENSION AND TERMINATION

- 5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

- a. ineffective or improper use of ARPA funds,
- b. failure to comply with the Statement of Work or terms of this Agreement,
- c. failure to submit reports as required,
- d. submittal of materially incorrect or incomplete reports,
- e. failure to comply with any additional conditions that may be imposed by the Treasury, OMB, or CITY.

- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days' notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be

paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI RECORDS AND REPORTS

- 6.1 The SUBRECIPIENT agrees to maintain and produce all business records related to use of the subaward grant funds and related business expenditures from the time of grant award through December 31, 2029.
- 6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

ARTICLE VII PROGRAM INCOME

The SUBRECIPIENT agrees to expend ARPA funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement and are an eligible use under 31 CFR 35.6. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 31 CFR 35.6 and must be pre-approved by the CITY.

ARTICLE VIII PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the ARPA Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

ARTICLE IX GENERAL CONDITIONS

- 9.1 Federal Office of Management and Budget Requirements: The SUBRECIPIENT shall comply with requirements established by the Federal Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS) and System for Award Management (SAM) database, as set forth on 2 CFR Part 200, and the Federal Accountability and Transparency Act, as set forth at 2 CFR Part 170.

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The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

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meeting stated requirements in Article II of this agreement and follow-up to ensure appropriate remediation.

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The SUBRECIPIENT shall disclose to the CITY 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 Agreement.

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All nonexpendable personal property purchased in whole or in part with funds from this agreement with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.12 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in 2 CFR 200, Subpart E, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.13 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.14 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.
- 9.15 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such

waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

- 9.16 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.
- 9.17 Indemnification: SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.17.

- 9.18 Public Records: SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:
- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
 - b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.19 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this _____ day of _____, 20____.

WITNESSES:

Print_____

By: _____

Title

Print_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____.

Seal

NOTARY PUBLIC

Signature

Print

ATTEST:

CITY OF SOUTH BAY, FLORIDA

By: _____

City Clerk

By:

Mayor

Approved as to form:

City Attorney

RESOLUTION NO. 19-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH LONG ISLAND FOOD MARKET, INC.; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds for the execution and implementation of the American Rescue Plan Act of 2021; and

WHEREAS, the City of South Bay ("City") adopted the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Policy to allow for subawards of Fiscal Recovery Funds to be used for eligible purposes and to determine the procedures for distribution, monitoring, tracking 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; and

WHEREAS, the City has the responsibility to issue subawards that conform to agency and award specific requirements, to manage risk and monitor the status of the findings that specifically relate to subawards; and

WHEREAS, there are sufficient funds in the American Rescue Plan Act Appropriation to the City in order to fund the subrecipient grants; and

WHEREAS, the City Commission of the City of South Bay finds that entering into an American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Long Island Food Market, Inc. is in the best interests of the residents of the City.

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

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

Section 2. Authorization of Mayor. The City Commission of the City of South Bay, Florida hereby authorizes the Mayor to execute the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Long Island Food Market, Inc., attached hereto as Exhibit "A". The City Manager is

hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 19th day of April, 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)

FY 2021-2022 ARPA SUBRECIPIENT GRANT

AGREEMENT between City of South Bay

and

Long Island Food Market

THIS AGREEMENT entered into this _____ day of _____, 20__ is between the CITY OF SOUTH BAY, a Florida municipal corporation, hereinafter referred to as "CITY," and Long Island Food Market. Hereinafter referred to as "the SUBRECIPIENT," having its principal office at 115 US Highway 27 S, South Bay, FL 33493 and its Federal Tax Identification Number as38-3915912.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for the execution and implementation the American Rescue Plan Act (ARPA) in the CITY, pursuant to the Interim Final Rule of May 17, 2021, and the Final Rule, effective date April 1, 2022 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the City of South Bay ARPA Master Spending Plan;

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

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

- 1.1 "ARPA" means American Rescue Plan Act.
- 1.2 "Treasury" means the U.S. Department of Treasury.
- 1.3 "OMB" means the Federal Office of Management and Budget.
- 1.4 "CFR" means the Code of Federal Regulations.
- 1.5 "2 CFR" refers to the Section of the Code of Federal Regulations pertaining to Grants and Agreements.
- 1.6 "CSLFRF" means Coronavirus State and Local Fiscal Recovery Funds (also referred to as ARPA funds).
- 1.7 "31 CFR 35.6" refers to the Section of the Code of Federal Regulations pertaining to the Eligible Uses for Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

- 1.8 “Program Income” means gross income received directly generated or earned from the use of ARPA funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.9 “Property” means any purchase of equipment or real property with CSLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose in project budget detail.
- a. “Real Property” means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
 - b. “Personal Property” means personal property of any kind except real property.
 - c. “Nonexpendable Personal Property” means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
 - d. “Expendable Personal Property” means all tangible personal property other than nonexpendable property.
- 1.10 “Subrecipient” means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II FUNDING AND BUDGET

The maximum amount payable by the CITY under this Agreement will be Ten Thousand and 00/100 (\$10,000.00). The SUBRECIPIENT shall carry out the activities specified in Attachment A, “Scope of Services.” This award is a subaward of CSLFRF funds and the SUBRECIPIENT must comply with any and all requirements for use of CSLFR funds and reporting requirements for expenditures of CSLFRF funds.

ARTICLE III FUNDING AND METHOD OF PAYMENT

- 3.1 The maximum amount payable by the CITY under this Agreement will be Ten Thousand Dollars and 00/100 (\$10,000.00). It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from federal ARPA funds and funding is contingent upon approval and funding by the South Bay City Commission. SUBRECIPIENT agrees to reimburse CITY, in full, all funds remitted to SUBRECIPIENT by CITY that do not comply with any and all requirements for use of ARPA funding.

- 3.2 The CITY will be invoiced by the SUBRECIPIENT for eligible expenses on a reimbursement basis, and will disburse payments once per quarter unless there is a mutual agreement otherwise. Bills shall be submitted by the SUBRECIPIENT at least two weeks in advance and will be paid provided appropriate documentation and status and beneficiary reports are attached to the invoice.
- 3.3 Payment by the CITY shall be contingent upon timely receipt of accurate and complete reports and records required by this Agreement.
- 3.3 f Prior to receipt of ARPA funds (through reimbursement), SUBRECIPIENT shall submit the following documentation:
- a. Quarterly Progress Report.
 - b. All back up original documentation relating to the expenditures being involved.
- 3.4 Release of funds is subject to the approval of the ARPA Project Manager, Finance Director, and/or City Manager.

ARTICLE IV TERM OF AGREEMENT

The term of this Agreement shall be from April 15, 2022 to April 15, 2023.

ARTICLE V SUSPENSION AND TERMINATION

- 5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

- a. ineffective or improper use of ARPA funds,
 - b. failure to comply with the Statement of Work or terms of this Agreement,
 - c. failure to submit reports as required,
 - d. submittal of materially incorrect or incomplete reports,
 - e. failure to comply with any additional conditions that may be imposed by the Treasury, OMB, or CITY.
- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days' notice in writing to the SUBRECIPIENT.

If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.

- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI RECORDS AND REPORTS

- 6.1 The SUBRECIPIENT agrees to maintain and produce all business records related to use of the subaward grant funds and related business expenditures from the time of grant award through December 31, 2029.
- 6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

ARTICLE VII PROGRAM INCOME

The SUBRECIPIENT agrees to expend ARPA funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement and are an eligible use under 31 CFR 35.6. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 31 CFR 35.6 and must be pre-approved by the CITY.

ARTICLE VIII PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the ARPA Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

ARTICLE IX GENERAL CONDITIONS

- 9.1 Federal Office of Management and Budget Requirements: The SUBRECIPIENT shall comply with requirements established by the Federal Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS) and System for Award Management (SAM) database, as set forth on 2 CFR Part 200, and the Federal Accountability and Transparency Act, as set forth at 2 CFR Part 170.

- 9.2 **Federal, State, County and CITY Laws and Regulations:** The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including 2 CFR part 200, subpart E, OMB A-21, 2 CFR part 200, subpart F.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

- 9.3 **Other Program Requirements:** The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to 31 CFR 35.6 Treasury Department Interim Regulations, Treasury Department CSLFRF Frequently Asked Questions, and Treasury Department CSLFRF Compliance and Reporting Guidance.
- 9.4 **Opportunities for Residents and Civil Rights Compliance:** The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.
- 9.5 **Evaluation and Monitoring:** The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by the Treasury. The SUBRECIPIENT shall allow the CITY or the Treasury to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or the Treasury. Ongoing monitoring of the SUBRECIPIENT will be done through quarterly reporting from the SUBRECIPIENT to the City. Reporting requirements will be based upon the SUBRECIPIENT'S risk assessment and in compliance with the CSLFRF Compliance and Reporting Guidance and Uniform Guidance 2

CFR Part 200. Monitoring will include identification of deficiencies in meeting stated requirements in Article II of this agreement and follow-up to ensure appropriate remediation.

- 9.6 Audits: Any non-federal agency and/or non-profit organization that expend \$750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with 2 CFR 200, Subpart F. Non-federal agencies and/or nonprofit organizations that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR 200, Subpart F, although their records must be available for review. These agencies are required by the CITY to submit “reduced scope” audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

- 9.7 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:
- a. Specific provisions of the uniform administrative requirements of 2 CFR 200, Subpart E – Cost Principles
 - b. OMB 2021 Compliance Supplement Addendum Final V2 (Audit Requirements).
 - c. Applicable provisions of 31 CFR 35.6.

- 9.8 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 Agreement, 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 Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY 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 Agreement.

- 9.9 Insurance: The SUBRECIPIENT shall furnish to the CITY, c/o the ARPA Project Manager, certificate(s) of current insurance coverage.
- 9.10 Property: All real property purchased in whole or in part with funds from this agreement with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall

include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the ARPA national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the ARPA national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this agreement with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.12 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in 2 CFR 200, Subpart E, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.13 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.14 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.
- 9.15 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

9.16 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.17 Indemnification: SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.17.

9.18 Public Records: SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
- b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

- e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.19 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this

day of _____, 20____.

WITNESSES:

Print_____

By: _____

Title

Print_____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____,
20_____,
by _____.

Personally Known _____ OR Produced Identification _____ Type of Identification Produced
_____.

Seal

NOTARY PUBLIC

Signature

Print

ATTEST:

CITY OF SOUTH BAY, FLORIDA

By: _____

City Clerk

By:

Mayor

Approved as to form:

City Attorney

RESOLUTION NO. 20-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH RISE AND SHINE CHRISTIAN ACADEMY, INC; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds for the execution and implementation of the American Rescue Plan Act of 2021; and

WHEREAS, the City of South Bay ("City") adopted the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Policy to allow for subawards of Fiscal Recovery Funds to be used for eligible purposes and to determine the procedures for distribution, monitoring, tracking 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; and

WHEREAS, the City has the responsibility to issue subawards that conform to agency and award specific requirements, to manage risk and monitor the status of the findings that specifically relate to subawards; and

WHEREAS, there are sufficient funds in the American Rescue Plan Act Appropriation to the City in order to fund the subrecipient grants; and

WHEREAS, the City Commission of the City of South Bay finds that entering into an American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Rise and Shine Christian Academy, Inc is in the best interests of the residents of the City.

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

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

Section 2. Authorization of Mayor. The City Commission of the City of South Bay, Florida hereby authorizes the Mayor to execute the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Rise and Shine Christian Academy, Inc, attached hereto as Exhibit "A". The City

Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 19th day of April, 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)

FY 2021-2022 ARPA SUBRECIPIENT GRANT

AGREEMENT between City of South Bay

and

Rise and Shine Christian Academy

THIS AGREEMENT entered into this _____ day of _____, 20__ is between the CITY OF SOUTH BAY, a Florida municipal corporation, hereinafter referred to as "CITY," and Rise and Shine Christian Academy. Hereinafter referred to as "the SUBRECIPIENT," having its principal office at 115 US Highway 27 S, South Bay, FL 33493 and its Federal Tax Identification Number as 38-3915912.

WITNESSETH:

WHEREAS, the CITY has entered into an Agreement with the U.S. Treasury Department for Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) for the execution and implementation the American Rescue Plan Act (ARPA) in the CITY, pursuant to the Interim Final Rule of May 17, 2021, and the Final Rule, effective date April 1, 2022 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the City of South Bay ARPA Master Spending Plan;

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

ARTICLE I
DEFINITION AND PURPOSE

1. Definitions

- 1.1 "ARPA" means American Rescue Plan Act.
- 1.2 "Treasury" means the U.S. Department of Treasury.
- 1.3 "OMB" means the Federal Office of Management and Budget.
- 1.4 "CFR" means the Code of Federal Regulations.
- 1.5 "2 CFR" refers to the Section of the Code of Federal Regulations pertaining to Grants and Agreements.
- 1.6 "CSLFRF" means Coronavirus State and Local Fiscal Recovery Funds (also referred to as ARPA funds).
- 1.7 "31 CFR 35.6" refers to the Section of the Code of Federal Regulations pertaining to the Eligible Uses for Part 35, Subpart A - Coronavirus State and Local Fiscal Recovery Funds.

- 1.8 “Program Income” means gross income received directly generated or earned from the use of ARPA funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.9 “Property” means any purchase of equipment or real property with CSLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose in project budget detail.
- a. “Real Property” means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
 - b. “Personal Property” means personal property of any kind except real property.
 - c. “Nonexpendable Personal Property” means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
 - d. “Expendable Personal Property” means all tangible personal property other than nonexpendable property.
- 1.10 “Subrecipient” means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this agreement.

ARTICLE II FUNDING AND BUDGET

The maximum amount payable by the CITY under this Agreement will be Ten Thousand Dollars and 00/100 (\$10,000.00). The SUBRECIPIENT shall carry out the activities specified in Attachment A, “Scope of Services.” This award is a subaward of CSLFRF funds and the SUBRECIPIENT must comply with any and all requirements for use of CSLFR funds and reporting requirements for expenditures of CSLFRF funds.

ARTICLE III FUNDING AND METHOD OF PAYMENT

3.1 The maximum amount payable by the CITY under this Agreement will be Ten Thousand Dollars and 00/100 (\$10,000.00). It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from federal ARPA funds and funding is contingent upon approval and funding by the South Bay City Commission. SUBRECIPIENT agrees to reimburse CITY, in full, all funds remitted to SUBRECIPIENT by CITY that do not comply with any and all requirements for use of ARPA funding.

- 3.2 The CITY will be invoiced by the SUBRECIPIENT for eligible expenses on a reimbursement basis, and will disburse payments once per quarter unless there is a mutual agreement otherwise. Bills shall be submitted by the SUBRECIPIENT at least two weeks in advance and will be paid provided appropriate documentation and status and beneficiary reports are attached to the invoice.
- 3.3 Payment by the CITY shall be contingent upon timely receipt of accurate and complete reports and records required by this Agreement.
- 3.3 Prior to receipt of ARPA funds (through reimbursement), SUBRECIPIENT shall submit the following documentation:
- a. Quarterly Progress Report.
 - b. All back up original documentation relating to the expenditures being involved.
- 3.4 Release of funds is subject to the approval of the ARPA Project Manager, Finance Director, and/or City Manager.

ARTICLE IV TERM OF AGREEMENT

The term of this Agreement shall be from April 15, 2022 to April 15, 2023.

ARTICLE V SUSPENSION AND TERMINATION

- 5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

- a. ineffective or improper use of ARPA funds,
- b. failure to comply with the Statement of Work or terms of this Agreement,
- c. failure to submit reports as required,
- d. submittal of materially incorrect or incomplete reports,
- e. failure to comply with any additional conditions that may be imposed by the Treasury, OMB, or CITY.

- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days' notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for

allowable services performed under Article II of this Agreement until the effective date of the termination.

- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI RECORDS AND REPORTS

- 6.1 The SUBRECIPIENT agrees to maintain and produce all business records related to use of the subaward grant funds and related business expenditures from the time of grant award through December 31, 2029.
- 6.2 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

ARTICLE VII PROGRAM INCOME

The SUBRECIPIENT agrees to expend ARPA funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this agreement, provided that such costs specifically further the objectives of this agreement and are an eligible use under 31 CFR 35.6. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 31 CFR 35.6 and must be pre-approved by the CITY.

ARTICLE VIII PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the ARPA Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

ARTICLE IX GENERAL CONDITIONS

- 9.1 Federal Office of Management and Budget Requirements: The SUBRECIPIENT shall comply with requirements established by the Federal Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS) and System for Award Management (SAM) database, as set forth on 2 CFR Part 200, and the Federal Accountability and Transparency Act, as set forth at 2 CFR Part 170.

- 9.2 **Federal, State, County and CITY Laws and Regulations:** The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including 2 CFR part 200, subpart E, OMB A-21, 2 CFR part 200, subpart F.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovations, and new construction.

- 9.3 **Other Program Requirements:** The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to 31 CFR 35.6 Treasury Department Interim Regulations, Treasury Department CSLFRF Frequently Asked Questions, and Treasury Department CSLFRF Compliance and Reporting Guidance.

- 9.4 **Opportunities for Residents and Civil Rights Compliance:** The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

- 9.5 **Evaluation and Monitoring:** The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by the Treasury. The SUBRECIPIENT shall allow the CITY or the Treasury to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or the Treasury. Ongoing monitoring of the SUBRECIPIENT will be done through quarterly reporting from the SUBRECIPIENT to the City. Reporting requirements will be based upon the SUBRECIPIENT'S risk assessment and in compliance with the CSLFRF Compliance and Reporting Guidance and Uniform Guidance 2 CFR Part 200. Monitoring will include identification of deficiencies in meeting stated requirements in Article II of this agreement and follow-up to ensure appropriate remediation.

- 9.6 Audits: Any non-federal agency and/or non-profit organization that expend \$750,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with 2 CFR 200, Subpart F. Non-federal agencies and/or nonprofit organizations that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR 200, Subpart F, although their records must be available for review. These agencies are required by the CITY to submit “reduced scope” audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this agreement.

- 9.7 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:
- a. Specific provisions of the uniform administrative requirements of 2 CFR 200, Subpart E – Cost Principles
 - b. OMB 2021 Compliance Supplement Addendum Final V2 (Audit Requirements).
 - c. Applicable provisions of 31 CFR 35.6.

- 9.8 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 Agreement, 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 Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY 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 Agreement.

- 9.9 Insurance: The SUBRECIPIENT shall furnish to the CITY, c/o the ARPA Project Manager, certificate(s) of current insurance coverage.

- 9.10 Property: All real property purchased in whole or in part with funds from this agreement with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner’s name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the ARPA

national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the ARPA national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this agreement with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.12 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in 2 CFR 200, Subpart E, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.13 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.14 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.
- 9.15 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.
- 9.16 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY

will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

- 9.17 Indemnification: SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.17.

- 9.18 Public Records: SUBRECIPIENT shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, SUBRECIPIENT agrees to:
- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
 - b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

- e) If SUBRECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.19 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this _____ day of _____, 20__.

WITNESSES:

Print _____

By: _____

Title

Print _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____.

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____.

Seal

NOTARY PUBLIC

Signature

Print

ATTEST:

CITY OF SOUTH BAY, FLORIDA

By: _____

City Clerk

By: _____
Mayor

Approved as to form:

City Attorney

RESOLUTION NO. 21-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS AND PROJECTS PROCUREMENT POLICIES AND PROCEDURES; 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 desires to undertake a Procurement and Procedure for Community Development Block Grant Programs and Projects Policy pursuant to the requirements established by the State of Florida, Department of Economic Opportunity; and

WHEREAS, the City of South Bay desires to utilize these procurement policies to establish procedures and guidelines that shall be used for the purchase of procurement of property, supplies, equipment, and services. All procurement shall be accomplished in compliance with applicable state and federal law. The purpose of these procedures is to facilitate the determination of the most efficient and economical means of securing commodities and services without sacrificing necessary control and good purchasing practice; and

WHEREAS, the laws relative to the procurement process, in general, may be found in Chapter 287, Florida Statutes. The provisions of these procurement procedures shall not be construed to conflict with or supersede the requirements of Section 287.055, Florida Statutes, 24 Code of Federal Regulations (CFR) Section 85.36, or any other applicable state or federal laws or regulations. In regard to procurement of commodities or services in connection with Community Development Block Grants (CDBG), the U. S. Department of Housing and Urban Development (HUD) grant administration regulations relating to procurement are promulgated in Handbook 1300.17.; and

WHEREAS, the City Commission desires to adopt the following plan as its Procurement and Procedure for Community Development Block Grant Programs and Projects Policy would be in the best interests of the residents of the City.

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

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

Section 2. Adoption of Plan. The City Commission of City of South Bay hereby adopts the following plan as its Procurement and Procedure for Community Development Block Grant Programs and Projects Policy, as set forth in Exhibit “A” hereto.

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

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

PASSED and ADOPTED this 19th day of April 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
COMMUNITY DEVELOPMENT BLOCK
GRANT
PROGRAMS AND PROJECTS
PROCUREMENT POLICIES AND
PROCEDURES**

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I. GENERAL POLICY

A. Applicability

These procurement policies establish procedures and guidelines that shall be used for the purchase of procurement of personal property, supplies, equipment, and services. All procurement shall be accomplished in compliance with applicable state and federal law. The purpose of these procedures is to facilitate the determination of the most efficient and economical means of securing commodities and services without sacrificing necessary control and good purchasing practice.

B. Procurement Law and Regulations

Laws relative to the procurement process, in general, may be found in Chapter 287, Fla. Statutes. The provisions of these procurement procedures shall not be construed to conflict with or supersede the requirements of S. 287.055, Fla. Statutes, 24 Code of Federal Regulations (CFR) Section 85.36, or any other applicable state or federal laws or regulations. In regard to procurement of commodities or services in connection with Community Development Block Grants (CDBG), the U. S. Department of Housing and Urban Development (HUD) grant administration regulations relating to procurement are promulgated in Handbook 1300.17. This Handbook reprints the Office of Management and Budget (OMB) Circular A-102, Attachment O, which pertains to procurement standards and is hereby incorporated by reference. Future state or federal regulations applicable to procurement under the CDBG Program shall supersede and/or supplement this policy.

II. PROCUREMENT STANDARDS

A. General Standards

Except as otherwise provided by law, procurement awards shall be made only on the basis of requirements and evaluation factors that are directly related to the price, quantity, or quality of the commodities or services or the ability of the prospective supplier or contractor to perform under the agreement.

Procurement procedures prohibit the dividing of the procurement of a good or service into a number of smaller groups in order to avoid the more stringent requirements of a higher dollar category (refer to S. 287.057 (4), Fla. Statutes (1989). However, this provision is not to conflict with the provision of 24 C.F.R. S. 85.36 € that the subgrantee take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are offered the opportunity to participate to the maximum practicable extent.

B. Competition

All procurement transactions will be conducted in a manner providing full and open competition consistent with standards of Section 85.36 of the C.F.R. Some of the situations considered to be restrictive of competition include but not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business.
2. Requiring unnecessary experience and excessive bonding
3. Noncompetitive pricing practices between firms or between affiliated companies.
4. Noncompetitive awards to consultants that are on retainer contracts.
5. Organizational conflicts of interest.
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered, and
7. Any arbitrary action in the procurement process.

The inability to obtain more than one bid, price quote or proposal shall not prohibit the approval of a purchase if other prospective vendors or contractors have been given adequate notice of the procurement and an opportunity to participate, and have declined to submit bids, proposals or price quotes. The declination to submit need not be in writing.

III. PROCUREMENT ADMINISTRATION

A. Efficiency Review

The Chief Elected Official, City Clerk, City Manager, other authorized representative or employee who approves each purchase shall review the proposed procurement to avoid unnecessary or duplicative items. In order to obtain a more economical, efficient or effective purchase, consideration shall be given to:

1. breaking out or consolidating purchases,
2. lease versus purchase alternatives.
3. interlocal agreements for purchases or use of common goods,
4. use of federal or state surplus property,
5. value engineering reviews, and
6. use of state or federal contracts for materials and/or services.

B. Performance Review

Contracts shall specify a contract manager, appointed by the local governing body, to ensure that the contractor performs in accordance with the terms, conditions and specifications of their contract or purchase order.

C. Records

Appropriate arrangements shall be made for the generation and maintenance of all files, records, and documentation necessary to evidence the compliance with all requirements as delineated in this document. All procurement shall comply with good purchasing practices and with applicable local, state, and federal regulations, in a manner consistent with this document. A complete set of records shall be maintained by the entity responsible for the procurement for a minimum of 3 years. See section I. B. for applicable laws and regulations.

D. Written Agreements

Any procurement or commodities or services costing \$600 or more shall be evidenced by a written solicitation embodying all provisions and conditions of the procurement. This requirement for written documentation may be met through preparation of a letter on municipality or vendor letterhead, signed by the vendor and appropriate elected and/or appointed official, stating such conditions and terms as price, number of units of purchase (e.g., ea., cs., bx., etc.) or product, delivery date, or when service is to begin, point of delivery, specifications, etc. Any price quotes, warranties, guaranties, certifications or contracts shall be attached and filed.

E. Authorizations

Purchase orders or contracts shall be issued for all purchases and must be signed by either the Chief Elected Official or the department head approving the purchase. The local governing body must authorize all purchases in excess of \$25,001.

IV. PROCUREMENT CLASSIFICATIONS

The following classifications are established:

Procurement Class	Procurement Range	Description	Procurement Method
1.	\$1-2,000	simple procurement	price checks/simple purchase
2.	\$2001-25,000	intermediate procurement	informal competition, written agreement
3.	Over \$25,001	formal procurement	formal competition (bids or proposals)/contract

A. Simple Procurement (Not more than \$2000)

Procurement is accomplished through simple and informal procurement methods that are sound and appropriate for a procurement of supplies or other property, or services. Items or services under \$250 do not require written price quotes or documented price checks. Appropriate notation of oral price quotes should be made for costs ranging from \$250-\$2,000.

A reasonable and adequate number of price checks for quotes should be made by phone, personal inspection, and discussions with vendors, etc., to ensure the

highest quality product or service is obtained for the least cost to the procuring entity.

B. Intermediate Procurement (\$2,001-\$25,000)

Procurement is accomplished by obtaining three written price quotes, when possible, or through informal negotiation if the item or service is expected to cost less than \$25,000. If the actual cost exceeds \$25,000, then the procurement must go to formal procurement, as outlined in Section D below. Files shall contain documentation of competition. No advertising is required but all procurement shall be evidenced by a written agreement embodying all provisions and conditions of the procurement. This requirement for written agreement may be met through preparation of a letter on municipality or vendor letterhead, signed by the vendor or appropriate elected an/or appointed official or representative, stating such conditions and terms as price, number of units or purchase (e.g., ea., cs., bx., etc.) or product, delivery date or when service is to begin, point of delivery, specifications, etc. Any price quotes warranties, guaranties, certifications or contracts shall be attached and filed.

C. Formal Procurement (Required over \$25,001)

Formal Procurement includes the acquisition of commodities or securing services that are expected to cost \$25,001 or more, and requires formal advertising and submission of competitive sealed bids, sealed proposals, or competitive negotiation.

Sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsive bidder who conforms to or exceeds all material requirements, terms and conditions of the invitation for bids, and presents the lowest reasonable price that meets requirements and needs.

Sealed Bidding shall be used unless the municipality Chief Elected Official or Chief financial Officer certifies in writing that sealed bidding is not practicable or advantageous, in which case procurement shall be based on sealed proposals, or on competitive negotiation when required by Florida Statutes.

The technique of competitive negotiation is normally conducted with more than one source submitting a proposal for services with either a fixed-price or cost-reimbursement type contract awarded. It is generally used when conditions are not appropriate for the use of sealed bids or proposals indicating fees. Florida Statutes shall determine the manner in which such negotiations are performed and the types of contractual services, which are to be procured in this manner.

Noncompetitive negotiation shall be used when other types of procurement are infeasible (see Section VI).

V. SOLICITATION AND AWARD

A. Invitations For Bids

1. The invitation to bid is used when the procuring entity is capable of defining the scope of work for which a contractual service is required or when the procuring entity is capable of establishing precise specifications defining the actual commodity or group of commodities required.
2. Invitation to bid shall be a written solicitation for sealed competitive bids with the title, date, and hour of the public bid opening designated and which specifically defines the commodity, group of commodities, or services for which bids are sought. It includes instructions describing all conditions for bidding and shall be distributed (or available) to all prospective bidders simultaneously.
3. Sealed bids are required to be received at a specified place not later than a specified time and date. Failure to comply with any instructions pertinent to the delivery of such bids may result in their being rejected.

B. Request For Proposals (RFP)

A request for proposals (RFP) shall be a written solicitation for sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is used when (a) the procuring entity is incapable of specifically defining the scope of work for which the commodity, group of commodities, or contractual service is required and when it requests that a qualified offeror propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document, or (b) when quality of performance is to be the primary factor for selection. With respect to competitive negotiations, the offeror shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity and shall refer to the provisions of S. 287.055, Fla. Statutes (1989).

C. Advertising

The advertisement must be written in a clear, concise manner and in a way, which would invite competitive bidding. The advertisement shall contain at least the following minimum information:

1. time, date and location for receiving and opening bids or proposals (the date shall not be less than five (5) days after the final advertisement is published).
2. general description of the commodity or item being requested,
3. where and how detailed specifications and bid forms (if applicable) may be obtained,
4. terms and conditions of the contract to be awarded,
5. criteria for selection of the vendor or contractor, including the relative weight to be given to the different factors, (See Exhibit A).

6. other information relevant to evaluation and award (refer to S. 287.057(3), Fla. Statutes (1989) and 24 C.F.R S.85.36 (a)(3)(i).

The request shall be advertised in a newspaper circulated locally. If there are known local vendors of the desired product or service, only a local newspaper is required. If vendors are not local, a regional newspaper shall be utilized. The advertisements shall, as a minimum, allow one week for response, with two weeks preferable. Those local newspapers targeting a minority audience and associations of women-or minority-based populations will be contacted (if they are known) for distribution of the request.

Sealed bids or sealed proposals will be received at any time during normal working hours prior to the time and date specified. Each proposal shall be annotated with the time and date received. The bids or proposals shall be placed in the applicable file and publicly opened and read at the time designated for the bid opening.

D. Evaluation

The contract shall be awarded to the lowest responsible and responsive bidder or proposer whose bid or proposal most completely meets the requirements and criteria set forth in the invitation for bids or request for proposals.

The term “responsible bidder or proposer” refers to the capability of a vendor or contractor to perform fully all aspects of the contract. Financial capability, integrity, and reliability of the bidder or proposer, all of which tend to ensure good faith performance, shall be a criterion in evaluation of responsibility.

The term “responsive bidder or proposer” means a bidder who has submitted a bid or proposal, which materially conforms to all provisions of the specifications and the invitation to bid or request for proposal.

Evaluation criteria and requirements for bids set forth in the invitation for bids shall be used to determine the most responsible and responsive bidder. A technical review shall be performed on proposals in the following manner. A subjective ranking of bids or proposals by a majority of the elected officials, or by persons selected by the body to act on their behalf, shall be utilized as a method of selection (see Exhibit A). Award shall be made to the responsible individual firm whose proposal is considered most advantageous to the program, with price and other factors considered.

In procuring services for grant administration, evaluations of vendors or service suppliers shall include a proven track record and sound reputation; adequate financial strength; high ethical standards; and a record of adhering to specifications, of maintaining shipping or service delivery schedules, and of giving a full measure of service. Consideration may also include the prospective contractor’s records of past performance under CDBG grants. This factor is not meant to exclude consideration of new firms, but rather, to include past performance and experience as a potential criterion.

All bidders will be notified that they were not selected for award of contract as soon as possible following the evaluation and decision process.

E. Multiple Service Awards

Vendors or service suppliers will be considered for multiple sources of supply or multiple services when it can be demonstrated that such vendors or service suppliers either are sole sources of the services or are the responsive proposer whose proposal is determined in writing as a result of a competitive process to be the most advantageous to local government.

For each service listed in S. 290.047 (5), Fla. Statutes (1989), when included in a multiple service contract, written determination of the need for a multiple service contract and the supporting documentation shall be maintained on file with the sub-grantee (See Exhibit A).

Any or all bids or proposals may be rejected where there are sound documented business reasons, which are in the best interest of the procurer. Records of all proceedings for selection and/or rejection shall be maintained.

VI. EXCEPTIONS

The non-competitive negotiation method of procurement is solicitation of a proposal from only one source; or after solicitation of a number of sources (documented), competition is determined inadequate (Refer to 24 C.F.R. S. 85.36 (d)(4). It may be used only:

1. When procurement or award of contract is infeasible under simple or intermediate procurement or through formal (sealed bid) competition; and
2. Under one of the following circumstances:
 - a. the item is available only from a single source; or
 - b. public exigency or emergency exists such that the urgency for the requirement will not permit a delay incident to competitive bidding; or
 - c. in the case where grant funds are being used, the federal or state (whichever is more stringent) grantor agency authorizes non-competitive negotiations; or
 - d. after solicitation of a number of sources, competition is determined inadequate (See Exhibit A); or
 - e. the contract item is available under a State of Florida Contract.

Emergency purchases of up to \$2000 shall be authorized by the Chief Elected Official or designated alternate when, based on his/her decision, the delay incurred by following the normal procurement requirements would be detrimental to the best interests of the community.

VII. AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

The City is committed to eliminating discrimination based upon race, color, sex, national origin, familial status, age, or physical handicap. In grant programs, the City will comply with requirements of Section 3 (Use of the project area), Equal Employment Opportunity on Federally Assisted Construction Contracts, and Executive Order 11625 (Minority Business). Notice of the policy will be placed in

plain sight on the job location for the benefits of interested parties and all contractors and subcontractors so notified. Equal Opportunity posters will be displayed as required.

An Equal Opportunity Officer, usually the clerk, will be appointed. Duties will include coordinating local efforts in recruiting employees and soliciting bids, resolving complaints, and submitting required reports.

The procuring entity will encourage the employment of local residents, especially those who have low-to-moderate income and those who are female and/or of a minority racial/ethnic classification. This will be accomplished through the following methods for employment and hiring:

1. All employment opportunities will be publicly advertised, including the “equal opportunity employer” designation unless an internal promotion or upward mobility situation exists.
2. When appropriate, notification of employment opportunities will be issued to organizations such as the local schools, employment centers, minority organizations and social service agencies who may refer qualified applicants.
3. Recruitment practices, including those described in paragraphs one and two, will be conducted in such a way as to include qualified minorities and females in all levels of responsibility and departments, in percentage to the general population and/or available work force, to the maximum practical extent.
4. When applicants are equally qualified in all other areas, preference will be given to hiring minorities and females in furtherance of the goals expressed above. in accordance with the 1989 state fair housing act (Fla. statutes s. 760.20), the municipality and any contractors hired with CDBG funds shall not discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, national origin, sex, handicap, familial status, age, or religion. (See section X on Protests for complaint procedures).

VIII. CONTRACTS

All contracts procured with state or federal funds shall contain applicable provisions as required by Fla. Statutes (specifically S. 287.058), Florida administrative rule, federal law, regulation or executive order. Provisions shall include, but not be limited to, such requirements as bonding, equal employment opportunity, contract termination, record retention, public access to records, reporting, remedies for breach, conflict of interest, labor standards compliance, pre-and post-audit requirements, and compliance with environmental laws.

IX. CODE OF CONDUCT

No employee, officer or agent of the procuring entity shall participate in the selection, award or procurement of an application, administration, engineering or construction contract if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when (a) the employee, officer or agent, (b) any member of his immediate family, (c) his or her partner, or (d) and organization which employs, or is about to employ, any of the above, will receive a financial or other direct benefit of CDBG funds from the contract award. In any of these cases, the employee, officer or agent will abstain from voting on the award.

Officers, employees and agents of the procuring entity will neither solicit gratuities, favor or anything of monetary value, nor accept and unsolicited gratuity, favor or gift valued above \$25, from contractors or potential contractors, or parties to sub agreements.

Violation of this Policy shall be subject to penalties, sanctions or other disciplinary action as permitted by state or local law. Upon conviction in a State Court of competent authority, a violator may be found guilty of a first-degree misdemeanor, punishable as provided in Fla. Statutes S.775.082 or S.775.083.

X. PROTESTS

Objection to procurement shall be issued, in writing, to the Chief Elected Official within five (5) working days of purchase or selection to purchase under contract. A response shall be issued to the objecting party within five (5) working days. An objection shall be considered valid only if it discloses a violation of this policy.

For employment discrimination, contact:

The U.S. Equal Opportunity Commission
2401 E. Street, N. W.
Washington, D. C., 20507
1-800-872-3362

For housing discrimination, contact:

Florida Commission on Human Relations
4075 Esplanade Way, Room 110
Tallahassee, FL 32399
1-800-342-8170

ORDINANCE NO. 03-2022

A ORDINANCE OF THE CITY COMMISSION FOR THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 10 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "ELECTIONS", SPECIFICALLY AMENDING ARTICLE II, SECTION 10-27 ENTITLED "ABSENTEE BALLOTING" TO CHANGE THE TITLE TO "SUPERVISOR OF ELECTIONS" AND TO DEFINE THE CITY'S SUPERVISOR OF ELECTIONS AS THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS; TO AMEND ARTICLE III, OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "CANDIDATES" TO SPECIFICALLY AMEND SECTION 10-50 ENTITLED "QUALIFYING DATES" TO CHANGE THE TIME OF QUALIFYING FROM NOT LATER THAN 30 DAYS PRIOR TO THE ELECTION, NOR MORE THAN 60 DAYS PRIOR TO THE ELECTION TO NO LATER THAN THE 95th DAY BEFORE THE ELECTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2 of the Florida Constitution and Chapter 166 of Florida Statutes, the City of South Bay ("City") has been granted a broad exercise of home rule powers granted by the constitution which includes the power and authority to enact regulations for valid governmental purposes that are not prohibited by general or special law; and

WHEREAS, in order to secure the effective and efficient cost-effective administration of future elections, the City of South Bay desires to amend its Code of Ordinances to coincide with requests made by the Palm Beach Supervisor of Elections to all municipalities to enhance countywide election uniformity by amending qualifying dates for elections to be held not later than the 95th day before an election; and

WHEREAS, in order to create election efficiency and establish a single canvassing board, municipalities have further been requested by the Palm Beach County Supervisor of Elections to strongly consider making the Palm Beach County Supervisor of Elections the city's official Supervisor of Elections for purposes of conducting city elections, with the exception that the City Clerk would still be the qualifying officer for municipal elections; and

WHEREAS, Section 10-50 of the City of South Bay's Code of Ordinances

currently sets the period of time during which candidates for elective offices of the city for both general and special elections may qualify as not later than 30 days prior to the election, nor more than 60 days prior to the election. Further, neither the city clerk nor any other city employee or city official shall accept applications from any person for any elective city office, except during the period of time set forth in this section, of the year in which the election is held; and

WHEREAS, the City desires to amend its qualifying dates to a qualifying period of no later than the 95th day before Election Day in order to allow the Palm Beach County Supervisor sufficient time to send out absentee ballots to overseas citizens; and

WHEREAS, the Palm Beach County Supervisor of Elections currently conducts all City of South Bay elections in accordance with Florida law and the absentee balloting provisions that are outlined in Section 10-27 of the City of South Bay's Code of Ordinances is now obsolete; and

WHEREAS, the City desires to amend Section 10-27 of the City of South Bay Code of Ordinances to designate the Palm Beach County Supervisor of Elections as the City of South Bay's Supervisor of Elections, with the exception that the City Clerk would still be the qualifying officer for municipal elections; and

WHEREAS, Section 101.75, Florida Statutes, allows municipalities to change the date of any municipal election to a date concurrent with any statewide or countywide election, notwithstanding any provision of local law or municipal charter and this Ordinance is intended to apply to presidential preference primary elections or run-off elections in the event of tie; and

WHEREAS, in order to save costs and time related to the conduct of elections, the City of South Bay desires to amend its code of ordinances to designate the Palm Beach County Supervisor of Elections as the official Supervisor of Elections for the City of South Bay; and

WHEREAS, the City Commission finds that revising the qualification dates and establishing the Palm Beach County Supervisor of Elections as the official Supervisor of Elections for the City of South is in the best interests of the residents of South Bay.

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

Section 1. Adoption of Representations.

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

Section 2. Amending Chapter 10 “Elections”, Article II “Procedure”, Section 10-27 entitled “Absentee Balloting” to change title to “Supervisor of Elections” and to read as follows with all other provisions of this section remaining the same:

Sec. 10-27 Supervisor of Elections~~*Absentee Balloting*~~

~~*The city hereby adopts by reference the provisions of F.S. §§ 101.6105 through 101.694, as amended; in such sections, the term "supervisor of elections" for the City of South Bay shall be interpreted to mean the Palm Beach County Supervisor of Elections city clerk. The City Clerk shall be considered the qualifying officer for municipal elections.*~~

Section 3. Amending Chapter 10 “Elections”, Article III “Candidates”, Section 10-50 entitled “Qualifying Dates” to read as follows with all other provisions of this section remaining the same:

The period of time during which candidates for elective offices of the city for both general and special elections may qualify is hereby established as not later than 30 days prior to the election, nor more than 60 days prior to the election. the 95th day before Election Day. Neither the city clerk nor any other city employee or city official shall accept applications from any person for any elective city office, except during the period of time set forth in this section. This section shall also apply to elections conducted at the same time as a presidential preference primary or a run-off election in the event of tie.

Section 4. Conflict & Repealer.

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

Section 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Inclusion In Code.

It is the intention of the City Commission of the City of South Bay that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

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)



Dear Municipal Clerks, Commissions, and Councils,

Congratulations to those of you who participated in a successful 2021 election cycle! The recent March Elections demonstrated the municipalities' commitment to democracy and to the voters of Palm Beach County. We were honored to work with you.

The Palm Beach County Supervisor of Elections office (SOE) is committed to facilitating secure, transparent, and accurate elections. To that end, due to updates in Florida Law in recent years, we have determined that certain changes in municipal charters and ordinances are necessary to ensure the efficient and cost-effective administration of future elections.

Qualifying Dates

To accommodate statutory vote-by-mail requirements, the SOE strongly recommends that each municipality who has not already done so amend its qualifying period so that its qualifying period ends on or before the 95th day before Election Day.

For example, qualifying for the March 8, 2022 election would end no later than Friday, December 3, 2021, allowing the SOE staff to program the necessary elections, create and proofread the ballot language, submit ballot templates to participating municipalities for approval, print vote-by-mail ballots, and prepare those ballots for mailing. We mail the military and overseas ballots 45 days before the election.

Failure to amend the qualifying period may result in the inability of the SOE to accommodate the elections of those municipalities. Our system does not allow us to "close" or move forward one city at a time, so any delay by one municipality results in our inability to move forward with the others.

Runoff Elections

While many municipalities no longer hold runoff elections, several still maintain provisions requiring a majority vote to win an election. Many municipalities have mentioned to us that the runoff elections are detrimental to their budgets because often the municipality has not budgeted for that expense. With so few holding runoff elections, the municipality does not benefit from the same degree of cost sharing as a Uniform Municipal Election that is held simultaneously with other municipalities. The county does not fund the municipal elections.

Please understand that we are happy to hold runoff elections, but are cognizant of the cost burden it places on municipalities. If you determine that you no longer wish to have runoff elections, please revise your charters or ordinances accordingly.



Polling Locations

It has come to our attention that some charters include provisions requiring specific polling locations or specifying that polling locations be within city or town limits. While this may not present an issue for stand-alone elections, when municipalities wish to participate in uniform or countywide elections, this becomes logistically problematic and expensive, if not impossible. The SOE urges municipalities to remove any provisions to this effect, as it will be impossible to guarantee specific polling locations in future elections if the municipality is joining a countywide election.

Single Canvassing Board for Uniform Municipal Elections

The final question presented for consideration by the municipalities is the designation of the Palm Beach County Supervisor of Elections as the official Supervisor of each Uniform Municipal Election, such that one single Canvassing Board may be empowered to canvass all of the municipal elections held simultaneously on a given day. The municipal clerks would still be qualifying officers for their municipality's candidates.

This is an optional service, and each municipality can make its own determination as to whether they want to designate the Palm Beach County Supervisor of Elections as the official Supervisor of their election. As required under the Florida election laws, at least one (1) member of the Canvassing Board is required to be present during activities such as the pre-election testing of tabulation equipment (the Logic and Accuracy test), opening, tabulation, duplication, and the canvassing of ballots. A municipality may choose to maintain its own Canvassing Board; however, if they choose to do so, the Supervisor of Elections may elect not to serve as a Canvassing Board member for that municipality.

In some municipalities, an election may be required in order to make these changes. The Secretary of State has called for a Special Primary Election on November 2, 2021, for the U.S. House of Representatives District 20 seat. While this district may not include a municipality that would be required to have an election, we will be happy to accommodate a municipality that wishes to do so. (If the municipality is within Congressional District 20, it would also result in a cost savings to that municipality.) Please let the Supervisor of Elections know by July 15, 2021, whether your municipality plans to participate in the November 2, 2021 election. We will not be able to hold an election outside of this date.



Wendy Sartory Link
Palm Beach County Supervisor of Elections
www.pbcelections.org

Again, congratulations on a successful election season. The Palm Beach County Supervisor of Elections looks forward to many future elections in partnership with our local governments.

Sincerely,

Wendy Sartory Link
Supervisor of Elections Palm Beach County

240 South Military Trail, West Palm Beach, FL 33415 | Post Office Box 22309, West Palm Beach, FL 33416
Telephone: 561.656.6200 | Fax Number: 561.656.6287



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

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: April 14, 2022
Ref: Weekly check register

Enclosed, please find the summary of check register as of April 14, 2022

General Fund

• Utility:		
	FPL	\$ 6,251.38
	PBC Water Utility	2,510.86
	Comcast	1,284.28
• Total Solution		35,000.00
• Norris-Weeks, PA		6,991.32
• Reliant Fire Security		3,239.69
• CAP Government		2,437.50
• PBC Sheriff Office		18,657.42
• Marathon		3,002.45
• Cardno		2,192.97
• VCTC Appropriation services		2,960.00
• United Rental		5,906.00
• Ford Credit		868.46
• Purchased of supplies, materials and parts		2,077.86 A
• Payment for various services		5,030.96 B
• Other		5,642.78 D
	Total	<u>\$ 104,053.93</u>

ARP Act Fund

Stony Electric	\$ 3,250.00
Payroll	932.47
	<u>\$ 4,182.47</u>

Sanitation Fund

Waste Management	<u>\$ 24,773.77</u>
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"An equal Opportunity
Affirmative Action Employer"

AP Check Register Report

City Of South Bay (CSBFND)

4/6/2022 10:09:05 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14184	1031	UNITED RENTALS	4/6/2022	5,905.00
14185	1041	VCTC & APPROPRIATION SERVICES LLC	4/6/2022	2,960.00
14186	1042	GONZALO SANCHEZ HERNANDEZ	4/6/2022	300.00 <i>D</i>
14187	ALLY	ALLY	4/6/2022	725.70 <i>B</i>
14188	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	4/6/2022	278.70 <i>A</i>
14189	COMCAST	COMCAST	4/6/2022	386.81
14190	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	4/6/2022	89.23 <i>A</i>
14191	FORD MOTOR CREDIT CC	FORD MOTOR CREDIT COMPANY LLC	4/6/2022	868.46
14192	FPL	FPL	4/6/2022	6,251.38
14193	JLH ASSOCIATES	JLH ASSOCIATES	4/6/2022	250.00 <i>B</i>
14194	LAKE HARDWARE	LAKE HARDWARE	4/6/2022	185.00 <i>A</i>
14195	MARATHON/MEX BANK	WEX BANK	4/6/2022	3,002.45
14196	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	4/6/2022	18,657.42
14197	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	4/6/2022	2,510.86
14198	STEVEN G BINES	STEVEN G BINES	4/6/2022	468.00 <i>B</i>
14199	TIRE SERVICE PLUS CO	TIRE SERVICE PLUS CO	4/6/2022	537.99 <i>A</i>
14200	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	4/6/2022	175.02 <i>L</i>
14201	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	4/6/2022	77.98
Non-Electronic Transactions:				43,630.00
Total Transactions:				43,630.00

AP Check Register Report

City Of South Bay (CSBFND)

4/7/2022 2:28:27 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14202		TOTAL SOLUTION CONTR TOTAL SOLUTION CONTRACTORS, INC	4/7/2022	14,000.00
Non-Electronic Transactions:				14,000.00
Total Transactions:				14,000.00

AP Check Register Report

City Of South Bay (CSBFND)

4/8/2022 9:52:54 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14203	LA'CHRISHAYLA ROKER	LA'CHRISHAYLA ROKER	4/8/2022	260.00
Non-Electronic Transactions:				260.00
Total Transactions:				260.00

AP Check Register Report

City Of South Bay (CSBFND)

4/8/2022 11:25:42 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14204	SAM KING CATERING	SAMUEL KING	4/8/2022	800.00
Non-Electronic Transactions:				800.00
Total Transactions:				800.00

AP Check Register Report

City Of South Bay (CSBFND)

4/11/2022 9:44:20 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14205	STONY ELECTRICAL LLC	THELUSCA GERARD	4/11/2022	3,250.00
Non-Electronic Transactions:				3,250.00
Total Transactions:				3,250.00

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4/14/2022 10:08:09 AM

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14206	1004	RELIANT FIRE & SECURITY	4/14/2022	3,239.69	
14207	1045	OSIEL CARBAJAL	4/14/2022	2,606.25	
14208	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	4/14/2022	1,336.53	D
14209	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	4/14/2022	6,991.32	
14210	CAP GOVERNMENT	CAP GOVERNMENT	4/14/2022	2,437.50	
14211	CARDNO	CARDNO, INC	4/14/2022	2,192.97	
14212	COMCAST	COMCAST	4/14/2022	142.00	
14213	COMCAST BUSINESS	COMCAST	4/14/2022	755.47	
14214	KELLY TRACTOR	KELLY TRACTOR	4/14/2022	712.00	B
14215	MOSS TOWING	MOSS TOWING	4/14/2022	1,035.00	+
14216	MY DOCTOR	MARTIN T. HARLAND DO	4/14/2022	300.00	B
14217	NOTARY PUBLIC UNDER	NOTARY PUBLIC UNDERWRITER INC	4/14/2022	191.00	D
14218	OFFICE DEPOT CREDIT	OFFICE DEPOT BUSINESS CREDIT	4/14/2022	333.96	A
14219	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	4/14/2022	500.00	B
14220	SEASON TO SEASON, LL	SEASON TO SEASON, LLC	4/14/2022	265.00	
14221	STEVEN G BINES	STEVEN G BINES	4/14/2022	499.50	J
14222	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	4/14/2022	21,000.00	
14223	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	4/14/2022	399.98	A
14224	VELMA ESPINOZA	VELMA ESPINOZA	4/14/2022	150.00	D
14225	XEROX CORP	XEROX CORPORATION	4/14/2022	275.76	B
Non-Electronic Transactions:				45,363.93	
Total Transactions:				45,363.93	

AP Check Register Report

City Of South Bay (CSBFND)

4/6/2022 11:32:01 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
276	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	4/6/2022	24,773.77
Non-Electronic Transactions:				24,773.77
Total Transactions:				24,773.77