

RESOLUTION NO. 41-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE USE OF AMERICAN RESCUE PLAN ACT FUNDS FOR THE PURCHASE OF ONE (1) KUBOTA SSV65 SKID STEER LOADER LAND PRIDE 72" SKID CUTTER; ONE (1) KUBOTA SSV65 SKID STEER LOADER 74" HOPPER BROOM FROM RIDGE EQUIPMENT CO., INC. IN THE AMOUNT OF FOURTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$14,915.00); PIGGYBACKING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NUMBER FSA20-EQU18.0; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") desires to piggyback the Florida Sheriff's Association Cooperative Purchasing Program Contract number FSA20-EQU18.0 for the purchase of one (1) Kubota SSV65 Skid Steer Loader Land Pride 72" Skid Cutter and One (1) Kubota Skid Steer Loader 74" Hopper Broom; and

WHEREAS, the price for a Kubota SSV65 Skid Steer Land Pride 72" Skid Cutter is Six Thousand Seven Hundred Forty-Nine Dollars (\$6,749.00), including associated options Motor Pressure Gauge (\$70.00) and Polycarbonate Protective Door (\$544.00); and

WHEREAS, the price for a Kubota SSV65 Skid Steer Loader 74" Hopper Broom is Eight Thousand Seven Hundred Forty-Nine Dollars (\$8,166.00), including associated options Poly-Wire Bristles (\$1,309.00); and

WHEREAS, the City Manager has confirmed that the stated purchase is authorized as an allowable purchase utilizing the American Rescue Plan Act funds pursuant to the City's ARPA policy; and

WHEREAS, a purchase order for the additional pieces of equipment is attached as Composite Exhibit "A"; and

WHEREAS, the City Commission of the City of South Bay desires to authorize the City Manager to purchase the aforementioned equipment utilizing American Rescue Plan Act Funds and execute documentation consistent with the intent of this resolution.

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

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

Section 2. **Authorization of City Manager.** The City Commission of the City of South Bay hereby authorizes the City Manager to piggyback the purchase of one (1) Kubota SSV65 Skid Steer Loader Land Pride 72" Skid Cutter and One (1) Kubota Skid Steer Loader 74" Hopper Broom from Ridge Equipment Co., Inc. utilizing the Florida Sheriff's Association Cooperative Purchasing Program Contract number FSA20-EQU18.0 in the amount of Fourteen Nine Hundred Fifteen Dollars (\$14,915.00). The City Manager is further authorized to take all necessary and expedient action to execute all necessary documents in order to effectuate the intent of this Resolution.

Section 3. **Allocation of Funds.** The City Commission hereby authorizes the expenditure for one (1) Kubota SSV65 Skid Steer Loader Land Pride 72" Skid Cutter and One (1) Kubota Skid Steer Loader 74" Hopper Broom from Equipment/Vehicles Account Number: 001-151-64000.

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

PASSED and ADOPTED this 18th day of October 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, Interim 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)

Ridge Equipment Co.

Call Us first, for all of your equipment needs.

www.ridgeequipment.com

Corporate	6820 U.S. 27 North	Mailing	6820 U.S. 27 North
Office	Sebring, FL 33870	Address	Sebring, FL 33870
Direct	(863) 382-4157	Toll Free	(800) 295-2251
		Fax	(863) 382-0659

PURCHASE QUOTE

Florida Sheriff's Association Bid #FSA20-EQU18.0
October 1st, 2020 thru September 30th, 2023

DATE 6-Sep-22 PAGE 1 of 2

REQUESTING AGENCY: City of South Bay
335 SW 2nd Ave, South Bay, FL 33493
 CONTACT PERSON: Gabriel
 PHONE NUMBER: (561) 494-5260
 FAX NUMBER: _____ Email hortag@southbaycity.com

Kubota SSV65 Skid Steer Loader - Wheeled Only - Brush Option
Kubota 4 Cyl. Turbo Tier 4 Diesel 64 Hp/ROPS/FOPS/Mechanical Quick Coupler

MODEL: SSV65 SPECIFICATION # 174 Southern
Base Spec Hand/Foot Model

Base Spec Color: Kubota Orange – Grey Seats

BASE PRICE: _____

OPTION #	DESCRIPTION	COST
AP-HB74	74" Hopper Broom	\$6,857.00
	You Must Choose a Broom Assembly	\$1,309.00
	Polly Bristles/Wire Bristles/Poly-Wire Bristles	
	OPTIONS	
323-138A	Gutter Broom: \$1,929.00	
323-158A	HB74 Dust Suppression Kit: \$1,099.00	
323-160A	HB74 Dust Suppression Kit with Gutter Broom Dust Suppression	
	\$1,163.00	

TOTAL OF OPTIONS:	\$8,166.00
EXTENDED WARRANTY:	
SUB TOTAL	\$8,166.00

TAX	State Exempt
FLORIDA REGISTRATION	N/A
QTY 1	= \$8,166.00

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments Delivery to your facility included.

Ridge Equipment Co. 59-2091512

VEHICLE QUOTED BY Scott Bradley, Commercial Sales Manager Cell (863) 381-5771

"I Want to be Your Commercial Provider"
sbradley@ridge-equipment.com

Ridge Equipment Co.

Call Us first, for all of your equipment needs.

www.ridgeequipment.com

Corporate	6820 U.S. 27 North	Mailing	6820 U.S. 27 North
Office	Sebring, FL 33870	Address	Sebring, FL 33870
Direct	(863) 382-4157	Toll Free	(800) 295-2251
		Fax	(863) 382-0659

PURCHASE QUOTE

Florida Sheriff's Association Bid #FSA20-EQU18.0
October 1st, 2020 thru September 30th, 2023

DATE 19-Aug-22 PAGE 1 of 2

REQUESTING AGENCY: City of South Bay
335 SW 2nd Ave, South Bay, FL 33493
CONTACT PERSON: Gabriel
PHONE NUMBER: (561) 494-5260
FAX NUMBER: Email hortag@southbaycity.com

Kubota SSV65 Skid Steer Loader - Wheeled Only - Skid Cutter Option
Kubota 4 Cyl. Turbo Tier 4 Diesel 64 Hp/ROPS/FOPS/Mechanical Quick Coupler

MODEL: SSV65 SPECIFICATION # 174 Southern
Base Spec Hand/Foot Model

Base Spec Color: Kubota Orange – Grey Seats

BASE PRICE:

OPTION #	DESCRIPTION	COST
AP-SC2572	Land Pride 72" Skid Cutter/Single Front-Double Rear Chains	\$6,135.00
	Standard Flow Hydraulics 18-23 GPM	
	Motor Pressure Guage (326-833A)	\$70.00
	Polycarbonate Protective Door (Required ROPS Models)	\$544.00

TOTAL OF OPTIONS:	\$6,749.00
EXTENDED WARRANTY:	
SUB TOTAL	\$6,749.00

TAX	State Exempt
FLORIDA REGISTRATION	N/A
QTY 1	= \$6,749.00

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments Delivery to your facility included.

Ridge Equipment Co. 59-2091512

VEHICLE QUOTED BY Scott Bradley, Commercial Sales Manager Cell (863) 381-5771

"I Want to be Your Commercial Provider"
sbradley@ridge-equipment.com

RESOLUTION NO. 42-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CORRECTING THE AUTHORIZATION AMOUNT FOR AMERICAN RESCUE PLAN ACT FUNDS REFERENCED IN RESOLUTION #38-2021; AUTHORIZING THE USE OF SAID FUNDS FOR AN EMERGENCY RENTAL ASSISTANCE PROGRAM; A RESIDENTIAL COVID-19 WATER ASSISTANCE GRANT PROGRAM AND PREMIUM PAY TO CITY EMPLOYEES PROVIDING CRITICAL SERVICES; PROVIDING AN EFFECTIVE DATE

WHEREAS, an American Rescue Plan Act (ARPA) Agreement was entered into between the State of Florida, Division of Emergency Management (the "Division") and City of South Bay (the "Non-Entitlement Unit" or "Recipient") on September 7, 2021; and

WHEREAS, paragraph three of the "Whereas" clauses contained within Resolution #38-3031 references \$2,260,960.00, but should be corrected to reflect Two Million Six Hundred Four Thousand Four Hundred Thirty-Nine Dollars (\$2,604,439.00) which is the total Fiscal Recovery Funds allocation for the City of South Bay under the applicable ARPA Agreement; and

WHEREAS, the funds will be received in two (2) tranches; and

WHEREAS, the funds may be utilized as follows: (1) Reimbursement for Covid Related Revenue Shortfall; (2) Recurring Non-profit partners; (3) Households, Small Businesses and (4) Premium Pay; and

WHEREAS, the City Manger is requesting authorization that the funds pursuant to this Resolution be authorized for an Emergency Rental Assistance Program; a Residential Covid-19 Water Assistance Grant Program and a for premium pay to city employees providing critical services; and

WHEREAS, the City Manager is requesting that the Emergency Rental Assistance Program be utilized in accordance with Exhibit "A" hereto, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00); and

WHEREAS, the City Manager is further recommending that funds will be utilized for the Residential COVID-19 Water Assistance Grant Program in accordance

with Exhibit "B" hereto, in an amount not to exceed Three Hundred Dollars (\$300.00) per single family household ; and

WHEREAS, certain City employees performed essential work involving regular in person interaction and/or regular handling of critical services and continue to be relied upon to maintain continuity of operations of essential critical infrastructure sectors. The City Manager is recommending that the total allocation for all City staff for premium services not exceed the amount of Forty-Five Thousand Dollars (\$45,000.00).

WHEREAS, the City Commission accepts the recommendations of the City Manager for an Emergency Rental Assistance Program; a Residential Covid-19 Water Assistance Grant Program and a for premium pay to city employees providing critical services.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay, Florida hereby authorizes the correction of Resolution 38-2021. The City Manager is authorized to execute the American Rescue Plan Act of 2021 Fund Allocation and disburse funds for an Emergency Rental Assistance Program; a Residential Covid-19 Water Assistance Grant Program and a premium pay to city employees program as described in the attached Exhibits to this resolution. The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 18th day of October 2022.

Joe Kyles, Mayor

ATTEST:

Vicenta Delbosquez, Interim City Clerk

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

Burnadette Norris-Weeks, 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
Residential COVID-19 Emergency Rental Assistance Program**

In response to the American Rescue Plan Act (ARPA) the City of South Bay will provide much needed emergency rental assistance, covering rent payments for up to two months (including in arrears) to alleviate the housing burden for low income households that have experienced an economic hardship as a result of the COVID-19 pandemic. Assistance will be capped at \$25,000 and could include first, last and security deposit and relocation assistance. Amounts in arrears prior to March 1, 2020 are not eligible for assistance.

The goal of the Rental Assistance Program is to alleviate financial pressure for low-to-moderate income households as the result of the COVID-19 pandemic as well as to provide greater economic security to tenants and rental property owners.

Funds will be used for eviction prevention due to a hardship caused by COVID-19 for rent payments not to exceed 2 months, from March 1, 2020 to current. Assistance can include rent in arrears and charges, and rent payments to prevent eviction. It can also be used for housing re-entry assistance, such as security deposits.

Once the City receives the complete application package, the file will be reviewed for eligibility. Client eligibility will be determined based on the following requirements:

1. Renters living in the City of South Bay
2. At least one person in the household must have a financial hardship from COVID-19 (i.e. reduced work hours, laid off, childcare closed, etc.)
3. At least one person in the household must have a risk of homelessness or housing instability (i.e. received past due notice or eviction notice)
4. The assistance requested if for an eligible use
5. The total household income is at or below 80% of the area median income

All payments made on behalf of the applicant will be paid directly to the landlord or other eligible third party.

Under no circumstance will the payment be made directly to the household.

All applicants will be served on a first eligible, first serve basis with ARPA funds, while funds last.

Application Procedures

Application must be completed in its entirety. Applications are processed on a first eligible, first served basis. Incomplete applications will be rejected until completed. Payments will be made directly to the utility provider.

All required documentation must be provided. Application will not be processed without required documentation. Incomplete applications may lose their place in line or be disqualified.

Required Documentation (Copies Only)

1. Proof of legal residency for all adults living at the residence: Ex. Copy of passport, alien resident card or government issued picture ID along with documentation that proves legal status in the US.
2. Copy of lease agreement and eviction notice or proof arrears.
3. Proof of income for the last 60-days from all sources for all household members. Ex. Copy of paystubs, unemployment letter, Social Security Award letter, etc.
4. Proof of hardship due to COVID-19. Ex. Job termination letter, unemployment verification letter or other proof of job loss or reduced hours on or after March 1, 2020.

Program Monitoring

For the next three (3) month period after the award of the grant, applicant is required to report any changes to living conditions, employment, and assistance for the file.

The City of South Bay reserves the right to deny any submitted application if it is determined such application does not meet the spirit, intent and/or legal requirements for the program offered. Failure to comply with the preceding requirements or otherwise breaches of any grant requirements will result in the grantee being responsible to repay the grant amount awarded back to the City of South Bay.

**City of South Bay
Residential COVID-19 Water Assistance Grant Program Guidelines**

The City of South Bay Water Assistance Grant Program (the "Program") is designed to provide City of South Bay households emergency utility assistance for up to two consecutive months for up to \$300 (maximum award), on a first come first serve basis. The Program would be made available to single family households within City boundaries, including City residents served by Palm Beach County Water Utilities. Amounts delinquent prior to March 1, 2020 are not eligible for assistance.

To qualify for the program, residents must live within the City of South Bay and have lost income as a result of the COVID-19 pandemic. This Program will be subject to funding availability and verification of application documents and information.

The City will not issue payments directly to applicants, but rather payments will be sent directly to the utility provider.

Qualified Costs

(Tenants and Homeowners)

Water/Sewer, Garbage and Stormwater from March 1, 2020 to present.

Costs that are NOT eligible: delinquent water/sewer payments prior to March 1, 2020 mortgage payments, mortgage penalties, mortgage interest, Electrical, telephone, internet, cable bill, or insurance.

Eligibility Requirements

- Must be a US citizen permanent resident or granted legal status.
- Must reside in the City of South Bay for at least one (1) year.
- Must have household income of 80% AMI or less in order to qualify for the funding and a household income of up to 140% AMI to qualify for City contributed general funds. Applicants must be within the following income range, adjusted for family size.
- Must not have liquid assets or other sources of capital from where utilities can be paid.
- Applicant must not have received utilities assistance from other federal, state and/or local program for the unit in which the applicant resides for the same month(s) requested in application (Duplication of Benefit).
- Must not have a conflict of interest with a member of City staff or Commissioners, or, if such a conflict arises, will follow procedures for a Waiver of Conflict of Interest (see certification).

Application Procedures

Application must be completed in its entirety. Applications are processed on a first ready, first served basis. Incomplete applications will be rejected until completed. Payments will be made directly to the utility provider.

All required documentation must be provided. Application will not be processed without required documentation. Incomplete applications may lose their place in line or be disqualified.

Required Documentation (Copies Only)

1. Proof of legal residency for all adults living at the residence: Ex. Copy of passport, alien resident card or government issued picture ID along with documentation that proves legal status in the US.
2. Copy of most recent water utility bill.
3. Proof of income for the last 60-days from all sources for all household members. Ex. Copy of paystubs, unemployment letter, Social Security Award letter, etc.
4. Proof of hardship due to COVID-19. Ex. Job termination letter, unemployment verification letter or other proof of job loss or reduced hours on or after March 1, 2020.

Program Monitoring

For the next three (3) month period after the award of the grant, applicant is required to report any changes to living conditions, employment, and assistance for the file.

The City of South Bay reserves the right to deny any submitted application if it is determined such application does not meet the spirit, intent and/or legal requirements for the program offered. Failure to comply with the preceding requirements or otherwise breaches of any grant requirements will result in the grantee being responsible to repay the grant amount awarded back to the City of South Bay.

RESOLUTION 43-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING EMERGENCY BUILDING PERMIT SERVICES; WAIVER OF PERMITTING FEES FOR HURRICANE DAMAGE RELATED REPAIRS FOR NINETY (90) DAYS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a State of Emergency was proclaimed by Governor Ron Desantis on September 23, 2022 due to Hurricane Ian; and

WHEREAS, Hurricane Ian has caused extensive damage to public and private property within the City; and

WHEREAS, the expeditious restoration of property to pre-existing conditions is vital to enable the re-establishment of shelter for residents, businesses and public activities; and

WHEREAS, adherence to certain local established building regulations and procedures can delay the process of restoring properties to conditions existing prior to the emergency; and

WHEREAS, there has been damage to private property that will necessitate emergency repairs to structures and landscaping; and

WHEREAS, the City anticipates a substantial increase in permit activity over the next ninety 90-days as our neighbors start repairs; and

WHEREAS, the City Commission of the City of South Bay's ("City Commission") approval of emergency Building Permit Services and Waiver of Permitting Fees for Hurricane Damage Related Repairs for ninety (90) days is in the best interest of the residents of the City.

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

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

Section 2. Approval by City Commission and Authorization of City Manager. The City Commission of the City of South Bay hereby approves the City Manager's recommendation relating to the institution of Emergency Building Permit Services and

Waiver of Permitting Fees for Hurricane Damage Related Repairs for 90-days as described in Exhibit "A", attached hereto. The City Manager is authorized to take all necessary and expedient action to carry out the aims of this resolution.

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

PASSED and **ADOPTED** this 18th day of October, 2022.

Joe Kyles, Mayor

Attested

By: _____
Vicenta Del Bosquez, Interim City Clerk

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

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

HURRICANE IAN - 90 DAY BUILDING CODE ENFORCEMENT POLICY

The following policy relates to repairs needed as a result of damages caused by Hurricane Ian over the next 90- calendar day period. The below thresholds for permit activity are split into 3 categories based on the types of permits submitted.

No Permits for previously permitted and inspection work

- Existing fence repair (compliance with local code applies)
- Minor roof- shingle, individual tile pieces and membrane only
- Landscaping - Tree removal and like/kind replacement in same location (invasion species replacement not allowed)
- Non-structural replacements (i.e. car canopies, gazebos, awning, etc.)
- Minor irrigations repairs
- Window and door component repairs and replacement i.e. glass, screens, gaskets, seals, etc. (structural framing requires permit, please see below)
- Screen enclosure and pool barrier repair (non-structural)
- Existing docks and mooring (no additions, extensions or alterations)

Permits (no fees) - 48 hours to file permit application after the fact

- A/C unit replacement
- Structural repairs for windows and doors
- Structural repairs for roofing
- Existing shed replacement (for previously approved and inspected sheds, must be placed in the same location as original)
- Structural repair/replacement (i.e.) car canopies, gazebos, awnings, etc.

Permit and Fees

- All new construction

- New structural construction for renovations, alterations and remodeling
- All other permits other than those listed above

The Building Official Shall determine if other types of work shall be eligible for the above requirements, according to **Florida Building Code**

Important Notice: As per section 110.9.4 of the Florida Building Code: Period of declared disaster. During such periods of time that an area or areas of Palm Beach County is deemed a Federal or State declared Disaster Area, building owners and/or their designated representatives may institute temporary repairs to their property, in order to restore the impermeability to the building envelope and/or secure the property. Such repairs shall be temporary in nature, so as to minimize further damage to the property, and may be undertaken without repair permits and inspections by the local building department, as long as the damage building components and their representatives' attachments are not permanently concealed.

RESOLUTION 44-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY; PROVIDING AN EFFECTIVE DATE

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

WHEREAS, Palm Beach County has made Thirty-Two Thousand Three Hundred Eighty-Four Dollars and 00/100 (\$32,384.00) in CDBG funds available to the City of South Bay to provide services to Low and Moderate Income Persons within its Municipal boundaries by funding code enforcement services to enforce applicable housing and building codes; and

WHEREAS, Palm Beach County and the City of South Bay ("City") desire to provide the activities specified in the attached Agreement; and

WHEREAS, the City Commission of the City of South Bay finds that authorizing the Mayor and City Manager to execute a Community Development Block Grant Program Agreement is in the best interest of the residents of the City.

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

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

Section 2. Authorization of Mayor and City Administrator. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute a

Community Development Block Grant Program Agreement between Palm Beach County and the City of South Bay. The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. That this Resolution shall take effect immediately upon its passage and approval by the City Commission.

PASSED and ADOPTED this 18th day of October 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, Interim City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
CITY OF SOUTH BAY

THIS AGREEMENT, with an effective date of **October 1, 2022**, by and between **Palm Beach County**, a political subdivision of the State of Florida, , and the **City of South Bay**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **335 S. W. 2nd Avenue, South Bay, FL, 33493**.

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

WHEREAS, Palm Beach County, in accordance with its FY2022-2023 CDBG Action Plan, and the **City of South Bay**, desire to provide the activities specified in Exhibit "A" of this Agreement; and

WHEREAS, Palm Beach County desires to engage the City of South Bay ("Subrecipient"), to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding not to exceed \$ **\$32,384** ("Grant Funds") to the Subrecipient in exchange for said activities.

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

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development
- (D) "Subrecipient" means the **City of South Bay**, a Subrecipient as defined in 2 CFR Part 200.
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall provide code enforcement services. These activities are determined to be **Rehabilitation and Preservation Activities – Code Enforcement**, under 24 Code of Federal Regulations (CFR) 570.202(c).

Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. GENERAL COMPLIANCE

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. SCOPE OF SERVICES

The Subrecipient shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. MAXIMUM COMPENSATION

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$32,384** for the period of **October 1, 2022**, through and including **December 31, 2023**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to **December 31, 2023**.

8. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED. Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient may at any time after the expiration of this Agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment.

9. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee.

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

(B) **FINANCIAL ACCOUNTABILITY**

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) **SUBCONTRACTS**

Any work or services subcontracted hereunder shall be specifically by written contract, written Agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

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

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

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) **PROGRAM - GENERATED INCOME**

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination. The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, 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. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

14. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the

Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business, with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This Reversion provision shall survive the expiration or termination of this Agreement.**

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient against any actions, claims, or damages arising out of the County's negligent or intentional acts in connection with this Agreement, and the Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Subrecipients's performance of the terms of this Agreement or due to the intentional acts or omissions of Subrecipient.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- A. **Commercial General Liability:** Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. **Business Automobile Liability:** Insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- C. **Workers' Compensation:** Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

- D. **Waiver of Subrogation**: Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

- E. **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

- F. **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion by certified mail within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the project's target area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

24. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;

- (C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

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

26. TERMINATION AND SUSPENSION

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

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICE

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement. Notices may be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

30. INDEPENDENT CONTRACTOR AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it will be acting as an independent contractor and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

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

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

35. SOURCE OF FUNDING

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

36. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

37. PUBLIC RECORDS

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

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

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

38. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County provides otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

39. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the subconsultant and Subrecipient shall immediately terminate its contract with the subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

40. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 2022.

(SUBRECIPIENT SEAL BELOW)

CITY OF SOUTH BAY

By: _____
Joe Kyles, Sr., Mayor

By: _____
Natalie Malone, City Clerk

By: _____
Leondrae D. Camel, City Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County has hereunto set its hand the day and year above written.

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

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

**Approved as to Form and
Legal Sufficiency**

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

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"

SCOPE OF WORK

1. THE MUNICIPALITY AGREES TO:

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to carry out code enforcement activities within the boundaries of the Municipality's designated code enforcement target area. Code enforcement must primarily focus on health and safety of buildings/structures and not just on nuisance issues (overgrown lots, junk cars, etc.) and it must be undertaken in the target area with other public and private activities to arrest the area's deterioration and improve conditions. CDBG funds must be used in conjunction with other funding to undertake the activity.

Specifically, CDBG funds will be used to pay a portion of the salary for one (1) full-time Code Compliance Officer (hereinafter referred to as "Officer") to carry out code enforcement activities in the target area described below and whose duties shall include, among other things:

- Researching and maintaining updated applicable building code;
- Advising citizens and building professionals of zoning and land-use requirements;
- Performing on-site inspection of buildings and properties to ensure compliance with all applicable codes;
- Performing on-site inspections of businesses to ensure that proper licensing are in place;
- Responding to complaints regarding code violations; and
- Taking action, including citations, to ensure code compliance when violations are identified.

- B. **DETERMINATION OF TARGET AREA and IDENTIFICATION OF DETERIORATED CONDITIONS:** The code enforcement activity must be concentrated in an area which is largely deteriorated. The City of South Bay must delineate the boundaries of the target area and document the existing deteriorated conditions. The City must maintain this documentation on file. Also, the City of South Bay will submit, upon request, to DHED not to exceed semi-annually approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the target area.

- C. **CODE COMPLIANCE OFFICER:** As indicated above, the Municipality shall employ an Officer in connection with this Agreement. The Officer must be able to carry out the tasks described within this Agreement, and be able to demonstrate the qualifications that enable them to do so. The Officer shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators, prepare for hearings before a Special Master, and address public complaints regarding citations received.

As a prerequisite to submitting reimbursement requests to DHED, the Municipality shall submit the following documents:

- Documentation documenting that the position of the Officer (if such position were filled as a new position as a result of this Agreement) was competitively solicited prior to the Officer's appointment to the position, and documenting that the opening for the position was advertised in a public forum in order to elicit applications from all prospective applicants.
- Documentation showing the annual or hourly salary paid for the position of the Officer.
- Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individuals are entitled).
- List of all paid holidays.

D. **REPORTS:** The Municipality shall maintain and submit to DHED the following reports:

(1) A **Daily Activity Record**, attached hereto as Schedule "II", shall be submitted to DHED by the 15th day of each month, and shall document the actual number and description of the code enforcement activities performed in the CDBG Target Area. The CDBG Target Area is defined as all lands within the legal boundaries of the Municipality.

(2) A **Detailed Monthly Narrative Report** attached hereto as Schedule "III", shall be submitted to DHED by the 15th day of each month, outlining the status of specific activities identified in the Scope of Work. The **Detailed Monthly Narrative Report** (Schedule "III") shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

E. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for the salary listed under the CDBG Budget, attached hereto as Schedule "IV". Specifically, funds shall be used for payment of portion the salary for the Officer. The Municipality attests to the accurate completion of Schedule "IV" especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and shall promptly inform the County and obtain approval from the County of any changes to this budget.

The budget, contained herein as Schedule "IV", reflects the estimated costs of the salary and benefits covered through this Agreement. The actual amounts requested for reimbursement may vary but the total amount reimbursed shall not exceed **\$32,384.**

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

- (1) Expend, and request reimbursement from the County, of at least 75% (**\$24,288**) of the funding allocation no later than **July 15, 2023**; and
- (2) Expend the remainder of the funding allocation by **September 30, 2023**.

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

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

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

G. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the **15th day of each month**, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an **original invoice and cover sheet attached hereto as Schedule "I"**, which shall be signed by a person authorized by the Municipality to submit invoices.

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

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

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

2. COUNTY RESPONSIBILITIES:

- A. Reimburse the Municipality an amount not to exceed **\$32,384** for the salary of the Code Enforcement Officer as delineated in the budget below:
- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to DHED on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE "I"

INVOICE COVER SHEET

USE CITY LETTERHEAD STATIONERY

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

FROM: City of South Bay
335 SW 2nd Avenue
South Bay, FL 33493

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT NO. _____
AGREEMENT NO. (R_____ - _____)

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

Approved for Submission

Date

SCHEDULE III**DETAILED MONTHLY NARRATIVE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Municipality: **City of South Bay**Address: **335 SW 2nd Avenue, South Bay, FL 33493**

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: October 1, 2022 to September 30, 2023**B.1. CONTRACT FUNDING**

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

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

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

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

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

B.	<u>ACTIVITIES</u>	<u>#BENEFICIARIES</u>	<u>#BENEFICIARIES</u>	<u>CONTRACT GOAL</u>
		<u>THIS PERIOD</u>	<u>YTD</u>	

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "IV"

ORGANIZATION: City of South Bay PROGRAM: Code Enforcement FY 2022-2023 PALM BEACH COUNTY CDBG				CONTACT NAME: Napoleon T. Collins TITLE: Economic and Business Development Director PHONE: 561-996-6751							
A. PERSONNEL EXPENSES											
Salaries:											
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding to Program	% Alloc to Program	FAA Funding to Program	Indirect County Funding to Program	Other Funding (Fundraising Events) to Program	Other Funding (Other Grants) Total
Code Compliance Officer	1	\$32,606		\$32,384		\$0		\$0	\$0	\$0	\$222
FICA		\$2,494		\$0		\$0		\$0	\$0	\$0	\$0
Health Insurance		\$6,100		\$0		\$0		\$0	\$0	\$0	\$0
Workers Comp		\$815		\$0		\$0		\$0	\$0	\$0	\$0
Retirement		\$1,630		\$0		\$0		\$0	\$0	\$0	\$0
		\$0		\$0		\$0		\$0	\$0	\$0	\$0
		\$43,645		\$32,384		\$0		\$0	\$0	\$0	\$222
											\$43,645
Fringe Benefits:											
FICA						\$0		\$0	\$0	\$0	\$0
Health Insurance						\$0		\$0	\$0	\$0	\$0
Workers Comp						\$0		\$0	\$0	\$0	\$0
Retirement						\$0		\$0	\$0	\$0	\$0
				\$0		\$0		\$0	\$0	\$0	\$0
						\$0		\$0	\$0	\$0	\$0
Sub-Total Personnel				\$32,384		\$0		\$0	\$0	\$0	\$222
											\$43,645
B. OPERATING COSTS											
1 Professional Fees											
Audit Fees				\$0		\$0		\$0	\$0	\$0	\$0
Contract Help				\$0		\$0		\$0	\$0	\$0	\$0
2 Insurance											
3 Supplies				\$0		\$0		\$0	\$0	\$0	\$820
4 Communications/Postage/Shipping				\$0		\$0		\$0	\$0	\$0	\$675
5 Utilities				\$0		\$0		\$0	\$0	\$0	\$540
						\$0		\$0	\$0	\$0	\$1,250
Subtotal Operating Costs				\$0		\$0		\$0	\$0	\$0	\$3,285
											\$3,285
C. ADMINISTRATIVE COSTS											
						\$0		\$0	\$0	\$0	\$0
TOTAL PROGRAM BUDGET											
				\$32,384		\$0		\$0	\$0	\$0	\$3,507
											\$46,930

RESOLUTION 45-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AMENDMENTS TO THE CITY'S PERSONNEL MANUAL RELATING TO PAID LEAVE TIME OFF FOR NON-UNION EMPLOYEES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, currently the City has a policy in place for all full-time to receive pay in lieu of time off if warranted by work load and if approved by the City Manager; and

WHEREAS, the City Manager is recommending a more defined policy for non-union employees that will allow for an annual Cash Out Option not to exceed a total of three hundred hours and consistent with Exhibit "A" attached hereto; and

WHEREAS, the City Commission of the City of South Bay hereby approves certain amendments to the City's Personnel Manual relating to paid leave time off for non-union employees with an annual Cash Out option.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby approves an amendment to the City's Personnel Manual to include an annual Cash Out Option for non-union employees as described in Exhibit "A", attached hereto. The City Manager is authorized to take all necessary and expedient action to carry out the aims of this resolution.

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

PASSED and ADOPTED this 18th day of October, 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, Interim City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

A. Paid Vacation Leave

Paid vacations are important to both you and the City by providing you with a time of relaxation to be away from your work and enjoy personal activities. Paid vacations are available to all full-time employees who have been employed one continuous year since the last date of hire. The amount of vacation time a city employee will be granted each year without loss of pay is as follows:

Years of Service	Amount of Vacation	Monthly
1 - 4 years continuous service	2 weeks (10 workdays or 80 hours)	6.667 hours
5 - 10 years continuous service	3 weeks (15 workdays or 120 hours)	10 hours
10 + years continuous service	4 weeks (20 workdays or 160 hours)	13.33 hours

Where employees request conflicting vacation dates, the employee with the greater length of service will have preference. Vacation may only be used after the completion of one (1) full year of employment. Employees must take vacation during the year the employee becomes eligible to use it. Because your time of rest and relaxation is important to the City of South Bay, a carry-over of no more than five vacation days per year is permitted. Pay in lieu of time off for non-union City employees may be received is warranted by work load requirements and approved by the City Manager. Vacation leave does not accrue while employee is on an unpaid leave of absence or worker's compensation.

Employees who are ill during scheduled vacation shall not be permitted to charge the absence to sick leave.

Please remember that service to the public comes first. We must schedule all time off to meet their needs and retain sufficient manpower at all times to provide the proper services.

To request time off for foreseeable vacation, employees must submit a written request to the Department Head at least 30 days prior to the first date of leave requested.

Employees whose absences during the fiscal year exceed two percent of their total possible workdays for such fiscal year may forfeit his or her right to a vacation. However, any absence is taken seriously and may subject you to disciplinary action.

Hourly, non-exempt employees receive their regular hourly rate for their normal workweek while on vacation. Salaried exempt employees receive their regular salary while on vacation.

Only employees who resign from their employment in good standing, and whose resignations are accepted by the City, are paid unused vacation pay at the time of departure.

B. Paid Sick Leave

Full-time employees who have completed the six-month introductory period are eligible for paid sick leave. Sick leave may be used for personal illness, physical disability, pregnancy and its related conditions, medical, dental or optical examinations or treatment, and for enforced quarantine in accordance with community health regulations. Up to two sick leave days per year may be used for personal leave.

Sick leave will accrue at the rate of two days (16 hours) per full month of employment commencing with the first day of the month following the first day of employment. Full-time employees earn twelve (12) days of sick leave (one day for each calendar month worked) per year. Employees may accumulate a maximum of sixty (60) sick leave days.

Any employee absent from work due to illness for three (3) or more consecutive days shall be required to bring a medical certification from a health care provider to verify the health condition for which the employee took sick leave. Said certification must be submitted to the City no later than 15 days after the first date of the sick leave. Failure to furnish the medical certification within 15 days may result in denial of leave, with the absence being considered unexcused. In such cases, the employee may be subject to disciplinary action, and/or the absence may be charged to unused vacation leave. Additionally, prior to returning to work, the employee must provide a fitness-for-duty certification from the health care provider indicating that the employee is capable of returning to work and performing the essential functions of the employee's position. Both the medical certification and the fitness-for-duty certification shall be submitted to the employee's supervisor who shall then forward the documentation to the Human Resources Director.

Any employee unable to report to work because of an unforeseen illness or health condition must notify his or her supervisor immediately upon learning of the need to take sick leave, but no later than the normal reporting time for work. Failure to do so may result in disciplinary action up to, and including, termination. Foreseeable sick leave shall be requested by employees no later

than thirty (30) days prior to the date(s) requested for leave. Failure to timely request foreseeable sick leave may result in denial of the request for leave, disciplinary action, or designation of the absence as unexcused. Unexcused absences shall include those where the employee left a voice mail in lieu of speaking to the Supervisor, Human Resources or a Department Head; failing to call in at all or prior to the start time; or failing to provide any required medical certification in a timely fashion.

Employees who resign or retire from the City in good standing with a minimum of three (3) years of continuous service with the City will be paid 25% of their accumulated sick leave. Employees who resign with a minimum of five (5) years of continuous service will be paid for 50% of their accumulated sick leave. Those who resign or retire with a minimum of six years of continuous service will be paid 75% of their accumulated sick leave.

Employees are prohibited from performing work for any other person or entity, whether or not the employee is compensated for such work, while using sick leave. If it is determined that an employee is abusing this benefit, such employee shall be subject to disciplinary action including, but not limited to, immediate termination.

C. Annual Cash Out Option

For non-union employees, each December there will be an optional cash out of Paid Time Off (PTO). Non-union employees must keep at least 40 hours of PTO in their bank in order to qualify. For employees working for the City from 1-4 years, the City may purchase back up to 100 hours; for employees working for the City 5-10 years, the City may purchase back up to 200 hours. For employees working for the City for 11-19 years, the City may purchase back up to 250 hours. For employees working for the City for more than 20 years, the City may purchase back up to 300 hours. An Employees maximum payout benefit shall not exceed 300 hours.

Requests for Cash-Out must be received no later than December 1st of the fiscal year and will be paid on the first available payday in December. If the first pay date in December is December 1st, the Cash-out will be paid on the following pay date.

Commented [LC1]: This is proposed language from the City of Panama City Beach PTO Policy adopted on September 10, 2020.

D. Paid Bereavement Leave

If you are scheduled to work and you receive news of a death in your immediate family, you may request bereavement leave in order to make necessary arrangements, attend the funeral, or handle other affairs immediately associated with the funeral.

Full-time employees will be granted up to three days paid leave at regular pay. Immediate family, for purposes of bereavement leave only, is defined as including your spouse, children, parents or legal guardians, brother or sister, grandparents, mother-in-law, father-in-law or a relative living in the same household.

Full-time employees will be granted one day paid leave at regular pay to attend the funeral of his or her brother or sister-in-law, cousin, aunt, uncle or other relative.

Full-time employees will be compensated for actual work time lost, up to a maximum of one day, to serve as an active pallbearer at a funeral of a fellow employee.

The City shall not pay or reimburse for any expenses or costs associated with bereavement including, flowers, cards or other items.

E. Paid Holidays

At the City of South Bay, we have eleven (11) paid holidays. These are the days on which you will normally not be required to work, but for which you will be paid. However, non-exempt employees who are asked to work or are scheduled to work on a holiday, will receive regular holiday pay for the day plus the regular rate for working the holiday for all time worked. Exempt employees receive their regular salary regardless of whether they worked on the holiday.

Our paid holiday schedule is as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
2 Floating Holidays per City Manager	Veteran's Day

To be eligible for holiday pay, you must be a full-time employee on the active payroll and must have worked the last regularly scheduled day before the holiday and the first regularly scheduled day following the holiday. The only exception to this rule will be absences that have been excused in advance by the City Manager.

If the holiday falls on Saturday, it will be observed on Friday; if it falls on Sunday, we will observe it on Monday. The designation of the day to be observed may be changed at the discretion of the City Commission.

Should a holiday fall during your vacation period, you will receive holiday pay for that day and it will not be deducted from your vacation leave.