



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

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, DECEMBER 6, 2022

335 SW 2ND Avenue

South Bay, FL 33493

www.southbaycity.com

Phone: 561-996-6751 Fax: 561-996-7950

Mayor:

Joe Kyles Sr.

Vice Mayor:

Betty Barnard

Commissioner:

Esther Berry

Commissioner:

Taranza McKelvin

Commissioner:

John Wilson

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Vicky Del Bosquez

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest or order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to three (3) minutes during the citizens request period. The City clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

CITY OF SOUTH BAY

CITY COMMISSION WORKSHOP

CITY HALL CHAMBER
TUESDAY, DECEMBER 6, 2022
6:30 PM

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

1. CALL TO ORDER
2. ROLL CALL
3. DISCUSSION
 - a. Agenda Items
4. ADJOURNMENT

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, DECEMBER 6, 2022
7:00 PM

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

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

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

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)**
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**

5. **CONSENT AGENDA**

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

- a. Regular City Workshop and City Meeting
Approval of City Minutes – November 1, 2022
- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - December 6, 2022

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

- a. RESOLUTION 51-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2022; PROVIDING FOR EFFECTIVE DATE

- b. RESOLUTION NO. 52-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR A CHRISTMAS PARADE AND STREET CLOSURE IN SOUTH BAY ALONG A DESIGNATED ROUTE; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

- c. RESOLUTION NO. 53-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH ARNETHA F. JOHNSON D/B/A ARNETHA FRANCIS JOHNSON FAMILY DAYCARE; PROVIDING AN EFFECTIVE DATE

- d. RESOLUTION NO. 54-2022

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

e. RESOLUTION NO. 55-2022

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

f. RESOLUTION NO. 56-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, REJECTING THE BID RECEIVED IN RESPONSE TO REQUEST FOR PROPOSAL NO. 2022-03 BACKUP GENERATOR SYSTEM FOR CITY HALL COMPLEX; PROVIDING AN EFFECTIVE DATE

g. RESOLUTION NO. 57-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, REJECTING ALL BIDS RECEIVED IN RESPONSE TO INVITATION TO BID #2022-02 FOR MODERNIZATION OF PARKS AND RECREATION FACILITIES PERTAINING TO THE COX PARK IMPROVEMENTS PROJECT; PROVIDING AN EFFECTIVE DATE

h. RESOLUTION 58-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2023 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE

i. RESOLUTION NO. 59-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ELECTIONS AGREEMENT BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE

8. **ROSENWALD ELEMENTARY SCHOOL**
9. **FINANCE REPORT**
 - a. Accounts Payable Report
10. **CITY CLERK REPORT**
11. **CITY MANAGER REPORT**
 - 11.a. Acquisition of Cardno USA, Inc. and Cardno Canada Holdings Limited
12. **CITY ATTORNEY REPORT**
13. **FUTURE AGENDA ITEMS**
14. **COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER**
15. **ADJOURNMENT**

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, November 1, 2022
6:30PM

Present:

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

Staff:

Vicky Del Bosquez, Interim City Clerk
Leondrae Camel, City Manager
Burnadette Norris-Weeks, Esq., City Attorney
Massih Saadatmand, Finance Director
Caroline Larris, Community Engagement Coordinator
Joe Shannon, Code Enforcement Officer

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

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**

3a. Presentation

- a. Angela Moore, Glades Regional Superintendent, School District of Palm Beach County
- b. Felicia Duce, Habitat Humanity of Palm Beach County
- c. Terrance Davis, Candidate
- d. Agenda Items

4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
5. **ADJOURNMENT at 6:59pm**

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, November 1, 2022
7:00PM

A Regular City Meeting of the City Commission of the City of South Bay, Florida was called to order by Mayor Joe Kyles in the Commission Chambers at 335 S.W. 2nd Avenue, South Bay, Florida on November 1, 2022 at 7:00 p.m.

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

Present:

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

Staff:

Vicky Del Bosquez, Interim City Clerk
Leondrae Camel, City Manager
Burnadette Norris-Weeks, Esq., City Attorney
Massih Saadatmand, Finance Director
Caroline Larris, Community Engagement Coordinator
Joe Shannon, Code Enforcement Officer

- 1. CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
- 2. DISCLOSURE OF VOTING CONFLICTS: NONE**
- 3. PRESENTATIONS AND PROCLAMATIONS** *(Up to 5 minutes): NONE*
 - a) Unicus Rail and Consulting Services (South Bay Railroad Cottage)
Laura Miller Goodman and Eric Goodman
- 4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**
 - 4a. John Brockman (flood zone)
 - 4b. Barbara King (Holiday Community Celebration)
 - 4c. Tyrone Hanna/Alicia James (Jazz on the Muck)

5. CONSENT AGENDA

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

- 5.a.** Regular City Workshop and City Meeting: November 1, 2022
Approval of Meeting Agenda: November 1, 2022

Moved by: Commissioner Mckelvin
Seconded by: Commissioner Berry

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

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

6.a. RESOLUTION NO. 46-2022

A RESOLUTION OF THE CITY OF COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPOINTING VICENTA DELBOSQUEZ AS CITY CLERK, SETTING RATE OF COMPENSATION AND DATE OF HIRE; PROVIDING AN EFFECTIVE DATE

Moved By: Commissioner Taranza Mckelvin
Second By: Commissioner Vice-Mayor Barnard

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

6.b. RESOLUTION NO. 47-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR CITY COMMISSION MEETING DATES AND OBSERVED HOLIDAYS FOR CALENDAR YEAR 2023; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice-Mayor Barnard

Second By: Commissioner John Wilson

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

6.c. RESOLUTION NO. 48-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RELATING TO FINANCES, PROVIDING FOR AMENDMENTS TO THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; APPROVING ASSOCIATED BUDGET AMENDMENTS; PROVIDING AN EFFECTIVE DATE

Moved By: Commissioner John Wilson

Second By: Vice-Mayor Barnard

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

6.d. RESOLUTION NO. 49-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND TRINITY CONSULTANTS, INC. FOR THE INSTALLATION OF AIR SAMPLING EQUIPMENT AT CITY HALL; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Vice-Mayor Barnard

Second By: Commissioner McKelvin

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

6.e. RESOLUTION NO. 50-2022

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING CHANGE ORDER FOR TASK 6 FOR A BOUNDARY SURVEY PURSUANT TO THE AGREEMENT EXECUTED ON NOVEMBER 19, 2020, AND AS LATER AMENDED, BETWEEN THE CITY OF SOUTH BAY AND CARDNO, INC.; AUTHORIZING THE CITY MANAGER TO PAY FOURTEEN THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$14,295.00) FOR A BOUNDARY SURVEY AND TO TAKE NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Mckelvin

Second By: Commissioner Berry

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

MOTION TO AMEND**6.f. 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

Moved By: Mayor Joe Kyles

Second By: Commissioner Mckelvin

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

Attorney: Return to Amend Resolution

7. ORDINANCE**8. ROSENWALD ELEMENTARY SCHOOL**

- 8.a. Bruce Hightower (Principal) Updates

9. FINANCE REPORT

- 9.a. Accounts Payable Report

10. CITY CLERK REPORT

- 10.a. General Election March 14, 2023 Quailing Period November 21 -December 7, 2022
10.b. NLC Conference November 15, -19, 2022
10.c. Holiday Giveaway December 10, 2022

11. CITY MANAGER REPORT

- 11.a. New Project Gator land site (future development)
11.b. November 21 – 23, 2022 (City Manager Out of office)

12. CITY ATTORNEY REPORT NONE**13. FUTURE AGENDA ITEMS**

- 13.a. Commissioner Berry (Commissioner Priorities Update)

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

- 14.a. **Commissioner Taranza McKelvin**
▪ Thank you, Be Safe
14.b. **Commissioner John Wilson**
▪ Thank you
14.c. **Commissioner Esther Berry**
▪ Thank you, Happy Thanksgiving
14.d. **Vice Mayor Betty Barnard**
▪ Thank you
14.e. **Mayor Joe Kyles**
▪ Acknowledgements of support
▪ Thank you

15. ADJOURNMENT 8:26pm

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION 51-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ENGAGEMENT LETTER FOR AUDIT SERVICES WITH HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS, LLC (HCT), FOR COMPLETION OF THE ANNUAL INDEPENDENT AUDIT FOR THE CITY OF SOUTH BAY FOR FISCAL YEAR 2022; PROVIDING FOR EFFECTIVE DATE

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

WHEREAS, the Agreement was executed on September 1, 2019 and HCT has now provided an Engagement Letter for fiscal year 2022 for execution; and

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

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

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

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

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

Independent Audit for the City of South Bay for fiscal year 2022, attached hereto as Exhibit "A," and take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED AND ADOPTED this 6th day of December 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, 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)



October 28, 2022

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

We are pleased to confirm our understanding of the services we are to provide the City of South Bay (the 'City ') for the year ended September 30, 2022. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis.
- 2) Budgetary comparison schedules
- 3) Schedules relating to pensions
- 4) Other postemployment benefits

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

- 1) Combining and individual nonmajor fund financial statements

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

- 1) Introductory section
- 2) Statistical section

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed To the Honorable Mayor and Members of the City Council and Management of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective,

Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

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

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

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

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

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

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

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report. You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

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

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

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

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by any regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 2023 and to issue our reports no later than March 31, 2023. Roderick Harvey, CPA, CVA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses **will be \$25,000**. Our professional fee includes the uniform guidance federal and/or State major programs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

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

Very truly yours,
HCT Certified Public Accountants & Consultants, LLC

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

RESOLUTION NO. 52-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENT APPLICATION FOR A CHRISTMAS PARADE AND STREET CLOSURE IN SOUTH BAY ALONG A DESIGNATED ROUTE; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay has developed an application process for approving Special Events within the City limits which includes Parades; and

WHEREAS, applicant KTM Youth and Community Network Inc., desires to hold a Christmas Parade and Holiday Event on December 24, 2022; and

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

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

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

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

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

Section 2. Approval of Special Event Application and Authorization of City Manager. The City Commission of the City of South Bay hereby approves the Special Event Application submitted by KTM Youth and Community Network Inc. for a Christmas Parade and Holiday event attached hereto as Exhibit "A." The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 6th day of December 2022.

Joe Kyles, Mayor

Attested

By: _____
Vicenta Del Bosquez, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Week, Esquire
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



CITY OF SOUTH BAY SPECIAL EVENT APPLICATION

Applicant and Host Organization Information

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

Host Organization Name: KTM Youth and Community Network Inc

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

Chief Officer: Barbara King

Host Organization website: _____

Address: 1025 Palm Beach Road

City: South Bay State: FL Zip Code: _____

Phone: 561-449-3793 Cell: _____ Fax: _____

Email: Ktmyouth@yahoo.net

For Profit: _____

Non-Profit: X

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

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

First: N/A Last: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

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

Event Information

Name of Event: KTM Youth and Community Network Inc Annual Community Toy Give Away

Is this an annual event? ☐ No ☒ Yes If yes, how many years has it been held? 5

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

Total 200 Per Day x 1 Number of event days = 200 Grand Total

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

Total 10 Per Day x 1 Number of event days = 10 Grand Total

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

Event Category

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

Event Location

☐ Tanner Park
☐ Cox Park
☒ Streets or ROW, please specify: MLK Blvd between 10th and 11th ave
☐ Other, please specify: _____

Date/Time December 24th/1:30pm-5:30pm

Setup

Date: 11:00am Start Time: 1:30pm End Time: 5:30pm

Event Date

Date: December 24th Start Time: 1:30pm End Time: 5:30pm

Move-out

Date: _____ Start Time: _____ End Time: _____



Site Plan/Route Map Information & Event Components

Site Plan/Route Map

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

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

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

Is the event open to the public?

☒ Yes
☐ No

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

☐ Yes ☒ No
☐ Yes

Does your event involve the use of alcoholic beverages?

☒ Yes
☐ No

If yes, please check all that apply:

☐ Beer Sales ☐ Beer & Wine Sales
☐ Beer, Wine & Distilled Spirits Sales ☐ Host & Alcohol Sales

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

Sales Form and submit it along with this application.

Are there musical entertainment features related to your event? ☐ Yes ☒ No

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

Size and Number of Stage(s):

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

Will a sound check be conducted prior to the event? ☐ Yes ☐ No

If yes, Start time: _____ Finish time: _____

Will there be merchandise vending at your event?

____ Yes ☒ No

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

How many vendors? _____

How many will need electric? _____

How much electric (in amps) does your vending area need? _____

Will you hire a private security company?

____ Yes ☒ No

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

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

Does your event require overnight security?

____ Yes ____ No

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

____ Yes ____ No

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

____ Yes ____ No

If yes, please provide the name of company: _____

Will your event include fireworks or other pyrotechnics?

____ Yes ____ No

If yes, please describe: _____

Name of company: _____

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

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

Cater food trailer

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

Do you intend to cook food at your event?

____ Yes ☒ No

If yes, please specify method:

____ Gas

____ Electric

____ Fryers - Name of grease removal contractor: _____

Date & time of pickup: _____

____ Other, please specify: _____

Do you intend to have food trucks at your event?

☒ Yes ____ No

If yes, how many? 1



Do you plan to provide portable rest room facilities at your event?

If yes, Total number of toilets: _____

Number of ADA accessible toilets: _____

Number of hand sinks: _____

Restroom Company: _____

Equipment Setup Date: _____

Time: _____

Equipment Pickup Date: _____

Time: _____

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

If yes, please describe: _____

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

If yes, please describe: Social Media

Will there be live media coverage during the event?

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

Accessibility Plan

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

Sanitation & Recycling

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

Number of trash cans: _____

Number of recycling containers: _____

Number of dumpsters: _____

Sanitation Company: _____

Equipment Setup Date: _____

Time: _____

Recycling Company: _____

Equipment Setup Date: _____

Time: _____

Mitigation of Impact

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

Insurance Requirements

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

Affidavit of Applicant & Hold-Harmless Acknowledgement

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

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

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

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

Print Name of Host Organization: KTM Youth and Community Network Inc

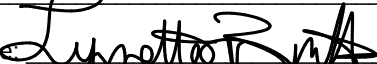
Printed Name of Chief Officer: Barbara King

Title: President

Signature:  Date: _____

Print Name of Primary Contact: Lynette Butts

Title: Vice President

Signature:  Date: _____

Thank you for completing your Special Event Application.

Please submit your completed application along with a detailed site plan to the City Clerk's Office
335 SW 2nd Avenue, South Bay, FL 33493 or fax to: 561-996-7950

Incomplete, illegible, and/or unsigned applications will not be accepted.

*Submission of a Special Event Application constitutes a request to use City property
for the purpose of an event and does not guarantee event approval.*



FOR INTERNAL USE ONLY

Date Received: _____

Reviewed By: _____

Department: _____

Reviewed By: _____ Phone# _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

Reviewed By: _____

Department: _____ Phone# _____

City Commission Approval: _____

City Manager Approval: _____

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

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

Facility Inspected: [☐] YES [☐] NO Date Inspected: _____

Facility Damaged: [☐] YES [☐] NO

List Damages: _____

Damages Charges: _____

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

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

RESOLUTION NO. 53-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT GRANT AGREEMENT WITH ARNETHA F. JOHNSON D/B/A ARNETHA FRANCIS JOHNSON FAMILY DAYCARE; PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City of South Bay ("City") adopted the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Policy to allow for subawards of Fiscal Recovery Funds to be used for eligible purposes and to determine the procedures for distribution, monitoring, tracking implementation and expenditures, record retention and reporting of funding for services, programs and interventions, either directly or through existing evidence-based programs, agencies and non-profits; and

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

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

WHEREAS, the City Commission of the City of South Bay finds that entering into an American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Arnetha F. Johnson d/b/a Arnetha Francis Johnson Family Daycare is in the best interests of the residents of the City.

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

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

Section 2. Authorization of Mayor. The City Commission of the City of South Bay, Florida hereby authorizes the Mayor to execute the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement with Arnetha F. Johnson d/b/a Arnetha Francis Johnson Family Daycare, attached hereto as

Exhibit "A". The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 6th day of December, 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Week, P. A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

FY 2022 ARPA SUBRECIPIENT GRANT AGREEMENT

between

City of South Bay

and

Arnetha F. Johnson d/b/a Arnetha Francis Johnson Family Daycare

THIS AGREEMENT entered into this _____ day of _____, 20__ is between the CITY OF SOUTH BAY, a Florida municipal corporation, hereinafter referred to as "CITY," and Arnetha Francis Johnson Family Daycare, hereinafter referred to as "the SUBRECIPIENT," having its principal office at 195 NW 12th Ave, South Bay, FL 33493 and its Federal Tax Identification Number as 30-0452591.

W I T N E S S E T H:

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

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

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

ARTICLE I

DEFINITION AND PURPOSE

1. Definitions

1.1 "ARPA" means American Rescue Plan Act.

1.2 "Treasury" means the U.S. Department of Treasury.

1.3 "OMB" means the Federal Office of Management and Budget.

1.4 "CFR" means the Code of Federal Regulations.

1.5 "2 CFR" refers to the Section of the Code of Federal Regulations pertaining to Grants

and Agreements.

- 1.6 “CSLFRF” means Coronavirus State and Local Fiscal Recovery Funds (also referred to as ARPA funds).
- 1.7 “31 CFR 35.6” refers to the Section of the Code of Federal Regulations pertaining to the Eligible Uses for Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.
- 1.8 “Program Income” means gross income received directly generated or earned from the use of ARPA funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.9 “Property” means any purchase of equipment or real property with CSLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose in project budget detail.
 - a. “Real Property” means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
 - b. “Personal Property” means personal property of any kind except real property.
 - c. “Nonexpendable Personal Property” means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
 - d. “Expendable Personal Property” means all tangible personal property other than nonexpendable property.
- 1.10 “Subrecipient” means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. Purpose

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

ARTICLE II

FUNDING AND BUDGET

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

ARTICLE III FUNDING AND METHOD OF PAYMENT

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

3.2 The CITY will be invoiced by the SUBRECIPIENT for eligible expenses on a reimbursement basis, and will disburse payments once per quarter unless there is a mutual agreement otherwise. Bills shall be submitted by the SUBRECIPIENT at least two weeks in advance and will be paid provided appropriate documentation and status and beneficiary reports are attached to the invoice.

3.3 Payment by the CITY shall be contingent upon timely receipt of accurate and complete reports and records required by this Agreement.

3.3 Prior to receipt of ARPA funds (through reimbursement), SUBRECIPIENT shall submit the following documentation:

- a. Quarterly Progress Report.
- b. All back up original documentation relating to the expenditures being involved.

3.4 Release of funds is subject to the approval of the ARPA Project Manager, Finance Director, and/or City Manager.

ARTICLE IV TERM OF AGREEMENT

The term of this Agreement shall be from December 6, 2022 to April 15, 2023.

ARTICLE V SUSPENSION AND TERMINATION

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

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

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

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

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

ARTICLE VI RECORDS AND REPORTS

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

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

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ARTICLE IX

GENERAL CONDITIONS

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

laws, regulations and rules, including 2 CFR part 200, subpart E, OMB A-21, 2 CFR part 200, subpart F.

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

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

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

- 9.8 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

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

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

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

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the

SUBRECIPIENT pursuant to the terms of this agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

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

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

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

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

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

- a) Keep and maintain all records that ordinarily and necessarily would be required by the CITY.
- b) Provide the public with access to public records on the same terms and conditions that the CITY would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all records in possession of the SUBRECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the SUBRECIPIENT.

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

9.19 Inspector General:

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

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

WITNESSES:

By: _____

Print: _____

Title

Print: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

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

Seal

NOTARY PUBLIC

Signature

Print

ATTEST:

CITY OF SOUTH BAY, FLORIDA

City Clerk

By:

Mayor

Approved as to form:

City Attorney (optional)

RESOLUTION NO. 54-2022

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

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

WHEREAS, the City of South Bay ("City") adopted the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Policy to allow for subawards of Fiscal Recovery Funds to be used for eligible purposes and to determine the procedures for distribution, monitoring, tracking implementation and expenditures, record retention and reporting of funding for services, programs and interventions, either directly or through existing evidence-based programs, agencies and non-profits; and

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

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

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

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

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

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

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

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

PASSED and **ADOPTED** this 6th day of December, 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, 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)

FY 2022 ARPA SUBRECIPIENT GRANT AGREEMENT

between

City of South Bay

and

Harris Family Childcare LLC

THIS AGREEMENT entered into this _____ day of _____, 20__ is between the CITY OF SOUTH BAY, a Florida municipal corporation, hereinafter referred to as "CITY," and Harris Family Childcare, LLC. Hereinafter referred to as "the SUBRECIPIENT," having its principal office at 120 N.W. 11th Ave, South Bay, FL 33493 and its Federal Tax Identification Number as 65-1241260.

W I T N E S S E T H:

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

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

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

ARTICLE I

DEFINITION AND PURPOSE

1. Definitions

1.1 "ARPA" means American Rescue Plan Act.

1.2 "Treasury" means the U.S. Department of Treasury.

1.3 "OMB" means the Federal Office of Management and Budget.

1.4 "CFR" means the Code of Federal Regulations.

1.5 "2 CFR" refers to the Section of the Code of Federal Regulations pertaining to Grants

- and Agreements.
- 1.6 “CSLFRF” means Coronavirus State and Local Fiscal Recovery Funds (also referred to as ARPA funds).
- 1.7 “31 CFR 35.6” refers to the Section of the Code of Federal Regulations pertaining to the Eligible Uses for Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.
- 1.8 “Program Income” means gross income received directly generated or earned from the use of ARPA funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.9 “Property” means any purchase of equipment or real property with CSLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose in project budget detail.
- a. “Real Property” means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
- b. “Personal Property” means personal property of any kind except real property.
- c. “Nonexpendable Personal Property” means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
- d. “Expendable Personal Property” means all tangible personal property other than nonexpendable property.
- 1.10 “Subrecipient” means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. Purpose

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

ARTICLE II FUNDING AND BUDGET

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

ARTICLE III FUNDING AND METHOD OF PAYMENT

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

3.2 The CITY will be invoiced by the SUBRECIPIENT for eligible expenses on a reimbursement basis, and will disburse payments once per quarter unless there is a mutual agreement otherwise. Bills shall be submitted by the SUBRECIPIENT at least two weeks in advance and will be paid provided appropriate documentation and status and beneficiary reports are attached to the invoice.

3.3 Payment by the CITY shall be contingent upon timely receipt of accurate and complete reports and records required by this Agreement.

3.3 Prior to receipt of ARPA funds (through reimbursement), SUBRECIPIENT shall submit the following documentation:

- a. Quarterly Progress Report.
- b. All back up original documentation relating to the expenditures being involved.

3.4 Release of funds is subject to the approval of the ARPA Project Manager, Finance Director, and/or City Manager.

ARTICLE IV TERM OF AGREEMENT

The term of this Agreement shall be from December 6, 2022 to April 15, 2023.

ARTICLE V
SUSPENSION AND TERMINATION

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

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

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

- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days' notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.
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The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended,

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

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- 9.5 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by the Treasury. The SUBRECIPIENT shall allow the CITY or the Treasury to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or the Treasury. Ongoing monitoring of the SUBRECIPIENT will be done through quarterly reporting from the SUBRECIPIENT

to the City. Reporting requirements will be based upon the SUBRECIPIENT'S risk assessment and in compliance with the CSLFRF Compliance and Reporting Guidance and Uniform Guidance 2 CFR Part 200. Monitoring will include identification of deficiencies in meeting stated requirements in Article II of this agreement and follow-up to ensure appropriate remediation.

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

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

- 9.7 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:
- a. Specific provisions of the uniform administrative requirements of 2 CFR 200, Subpart E – Cost Principles
 - b. OMB 2021 Compliance Supplement Addendum Final V2 (Audit Requirements).
 - c. Applicable provisions of 31 CFR 35.6.
- 9.8 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the

extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

- 9.9 Insurance: The SUBRECIPIENT shall furnish to the CITY, c/o the ARPA Project Manager, certificate(s) of current insurance coverage.
- 9.10 Property: All real property purchased in whole or in part with funds from this agreement with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the ARPA national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the ARPA national objective that will be met.

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

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

- 9.12 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any

accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in 2 CFR 200, Subpart E, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.

- 9.13 Conflicts with Applicable Laws: If any provision of this agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this agreement, as modified, shall continue and all other provisions of this agreement shall remain in full force and effect.
- 9.14 Renegotiation or Modification: Modifications of provisions of the agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this agreement necessary.
- 9.15 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.
- 9.16 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30 day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.
- 9.17 Indemnification: SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees

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

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

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

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

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

9.19 Inspector General:

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

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

WITNESSES:

By: _____

Print: _____

Title

Print: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

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

Seal

NOTARY PUBLIC

Signature

Print

ATTEST:

CITY OF SOUTH BAY, FLORIDA

City Clerk

By:

Mayor

Approved as to form:

City Attorney (optional)

RESOLUTION NO. 55-2022

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

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

WHEREAS, the City of South Bay ("City") adopted the American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds Policy to allow for subawards of Fiscal Recovery Funds to be used for eligible purposes and to determine the procedures for distribution, monitoring, tracking implementation and expenditures, record retention and reporting of funding for services, programs and interventions, either directly or through existing evidence-based programs, agencies and non-profits; and

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

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

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

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

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

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

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

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

PASSED and **ADOPTED** this 6th day of December, 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Delbosquez, 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)

FY 2022 ARPA SUBRECIPIENT GRANT AGREEMENT

between

City of South Bay

and

Street Beat, Incorporated

THIS AGREEMENT entered into this _____ day of _____, 20__ is between the CITY OF SOUTH BAY, a Florida municipal corporation, hereinafter referred to as "CITY," and Street Beat, Inc. Hereinafter referred to as "the SUBRECIPIENT," having its principal office at 205 S.E 3rd Ave, South Bay, FL 33493 and its Federal Tax Identification Number as 65-0646408.

W I T N E S S E T H:

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

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

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

ARTICLE I

DEFINITION AND PURPOSE

1. Definitions

1.1 "ARPA" means American Rescue Plan Act.

1.2 "Treasury" means the U.S. Department of Treasury.

1.3 "OMB" means the Federal Office of Management and Budget.

1.4 "CFR" means the Code of Federal Regulations.

1.5 "2 CFR" refers to the Section of the Code of Federal Regulations pertaining to Grants

and Agreements.

- 1.6 “CSLFRF” means Coronavirus State and Local Fiscal Recovery Funds (also referred to as ARPA funds).
- 1.7 “31 CFR 35.6” refers to the Section of the Code of Federal Regulations pertaining to the Eligible Uses for Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.
- 1.8 “Program Income” means gross income received directly generated or earned from the use of ARPA funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
- 1.9 “Property” means any purchase of equipment or real property with CSLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose in project budget detail.
 - a. “Real Property” means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
 - b. “Personal Property” means personal property of any kind except real property.
 - c. “Nonexpendable Personal Property” means tangible (i.e., physical) personal property of a non-consumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
 - d. “Expendable Personal Property” means all tangible personal property other than nonexpendable property.
- 1.10 “Subrecipient” means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. Purpose

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

ARTICLE II
FUNDING AND BUDGET

The maximum amount payable by the CITY under this Agreement will be Seven Thousand and Five Hundred Dollars and 00/100 (\$7,500.00). The SUBRECIPIENT shall carry out the activities specified in Attachment A, "Scope of Services." This award is a subaward of CSLFRF funds and the SUBRECIPIENT must comply with any and all requirements for use of CSLFRF funds and reporting requirements for expenditures of CSLFRF funds.

ARTICLE III
FUNDING AND METHOD OF PAYMENT

3.1 The maximum amount payable by the CITY under this Agreement will be Seven Thousand and Five Hundred Dollars and 00/100 (\$7,500.00). It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from federal ARPA funds and funding is contingent upon approval and funding by the South Bay City Commission. SUBRECIPIENT agrees to reimburse CITY, in full, all funds remitted to SUBRECIPIENT by CITY that do not comply with any and all requirements for use of ARPA funding.

3.2 The CITY will be invoiced by the SUBRECIPIENT for eligible expenses on a reimbursement basis, and will disburse payments once per quarter unless there is a mutual agreement otherwise. Bills shall be submitted by the SUBRECIPIENT at least two weeks in advance and will be paid provided appropriate documentation and status and beneficiary reports are attached to the invoice.

3.3 Payment by the CITY shall be contingent upon timely receipt of accurate and complete reports and records required by this Agreement.

3.3 Prior to receipt of ARPA funds (through reimbursement), SUBRECIPIENT shall submit the following documentation:

- a. Quarterly Progress Report.
- b. All back up original documentation relating to the expenditures being involved.

- 3.4 Release of funds is subject to the approval of the ARPA Project Manager, Finance Director, and/or City Manager.

ARTICLE IV TERM OF AGREEMENT

The term of this Agreement shall be from December 6, 2022 to April 15, 2023.

ARTICLE V SUSPENSION AND TERMINATION

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

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

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

- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time by giving at least ten (10) working days' notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.
- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY.

Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI RECORDS AND REPORTS

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

ARTICLE VII PROGRAM INCOME

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

ARTICLE VIII PUBLICITY

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

ARTICLE IX GENERAL CONDITIONS

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

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

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

- 9.3 Other Program Requirements: The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to 31 CFR 35.6 Treasury Department Interim Regulations, Treasury Department CSLFRF Frequently Asked Questions, and Treasury Department CSLFRF Compliance and Reporting Guidance.
- 9.4 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.

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

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

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

9.7 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and

practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:

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

- 9.8 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement.

- 9.9 Insurance: The SUBRECIPIENT shall furnish to the CITY, c/o the ARPA Project Manager, certificate(s) of current insurance coverage.
- 9.10 Property: All real property purchased in whole or in part with funds from this agreement with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the ARPA national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the ARPA national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this agreement with the CITY shall be listed in the property records of the SUBRECIPIENT and shall include a description of the property, location, model

number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

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

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

the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this agreement.

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

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

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

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

9.19 Inspector General:

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

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

WITNESSES:

By: _____

Print: _____

Title

Print: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

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

Seal

NOTARY PUBLIC

Signature

Print

ATTEST:

CITY OF SOUTH BAY, FLORIDA

City Clerk

By:

Mayor

Approved as to form:

City Attorney (optional)

RESOLUTION NO. 56-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, REJECTING THE BID RECEIVED IN RESPONSE TO REQUEST FOR PROPOSAL NO. 2022-03 BACKUP GENERATOR SYSTEM FOR CITY HALL COMPLEX; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") issued Request for Proposal ("RFP") No. 2022-03 Backup Generator System for City Hall Complex; and

WHEREAS, the RFP was advertised in the Palm Beach Post on August 29, 2022; and

WHEREAS, there was one response from Zabatt Engine Services, Inc. which was over the budgeted amount for the work to be performed; and

WHEREAS, according to Section 2-260 City of South Bay Code of Ordinances, the City has the authority to reject bids and re-advertise said solicitation, if desired; and

WHEREAS, the City desires to reject the sole response related to RFP No. 2022-03 Backup Generator System for City Hall Complex.

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

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

Section 2. Rejection of Bid Response. The City Commission of the City of South Bay hereby rejects the bid response received from Zabatt Engine Services, Inc. relating to Request for Proposal No. 2022-03 Backup Generator System for City Hall Complex, pursuant to Section 2-260 of the City of South Bay Code of Ordinances.

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

PASSED and ADOPTED this 6th day of December.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

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

Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

RESOLUTION NO. 57-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, REJECTING ALL BIDS RECEIVED IN RESPONSE TO INVITATION TO BID #2022-02 FOR MODERNIZATION OF PARKS AND RECREATION FACILITIES PERTAINING TO THE COX PARK IMPROVEMENTS PROJECT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") issued Invitation for Bids #2022-02 for Modernization of City Parks and Recreational Facilities pertaining to the Cox Park Improvements project; and

WHEREAS, the solicitation was advertised in the Belle Glade Sun and the Palm Beach Post on August 17, 2022; and

WHEREAS, there were two bid responses from Close Construction Services LLC, in the amount of Six Hundred Fifty-Four Thousand Eight Hundred Ninety-Eight Dollars (\$654,898.00) and from Rosso Site Development Inc., in the amount of Four Hundred Twenty-Three Thousand Five Hundred Seventeen Dollars and 91/100 cents (\$423,517.91), where both exceeded the budgeted amount for the work to be performed; and

WHEREAS, according to Section 2-260 City of South Bay Code of Ordinances, the City has the authority to reject bids and re-advertise said solicitation, if desired; and

WHEREAS, the City desires to reject all responses related to Invitation to Bid #2022-02 for Modernization of City Parks and Recreational Facilities pertaining to the Cox Park Improvements project.

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

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

Section 2. Rejection of Bid Response. The City Commission of the City of South Bay hereby rejects all bids in response to Invitation to Bid #2022-02 for Modernization of City Parks and Recreational Facilities pertaining to the Cox Park Improvements project pursuant to Section 2-260 of the City of South Bay Code of Ordinances.

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

PASSED and **ADOPTED** this 6th day of December 2022.

Joe Kyles, Mayor

Attested

By: _____
Vicenta Del Bosquez, 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)

RESOLUTION 58-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2023 LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, In anticipation of the 2023 Florida State Legislative Session and Sessions of Congress of the United States, the City of South Bay City Commission ("City Commission") has discussed its legislative priorities; and

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

WHEREAS, the City Commission desires to state and confirm its legislative priorities for the 2023 legislative session, subject to amendments to the list that may be made from time to time, if determined necessary.

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

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

Section 2. Adoption of 2023 Legislative Priorities; Reservation for Amendments. The City Commission of the City of South Bay, Florida hereby adopts the 2023 Legislative Priorities as set forth in Exhibit "A," attached hereto. The City Commission reserves the right to take action on additional legislative issues, if determined necessary by the Commission.

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

Joe Kyles, Mayor

Attested

By: _____
Vicenta Delbosquez, 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

2023 FLORIDA LEGISLATIVE AGENDA



GENERAL GOVERNMENT ISSUES

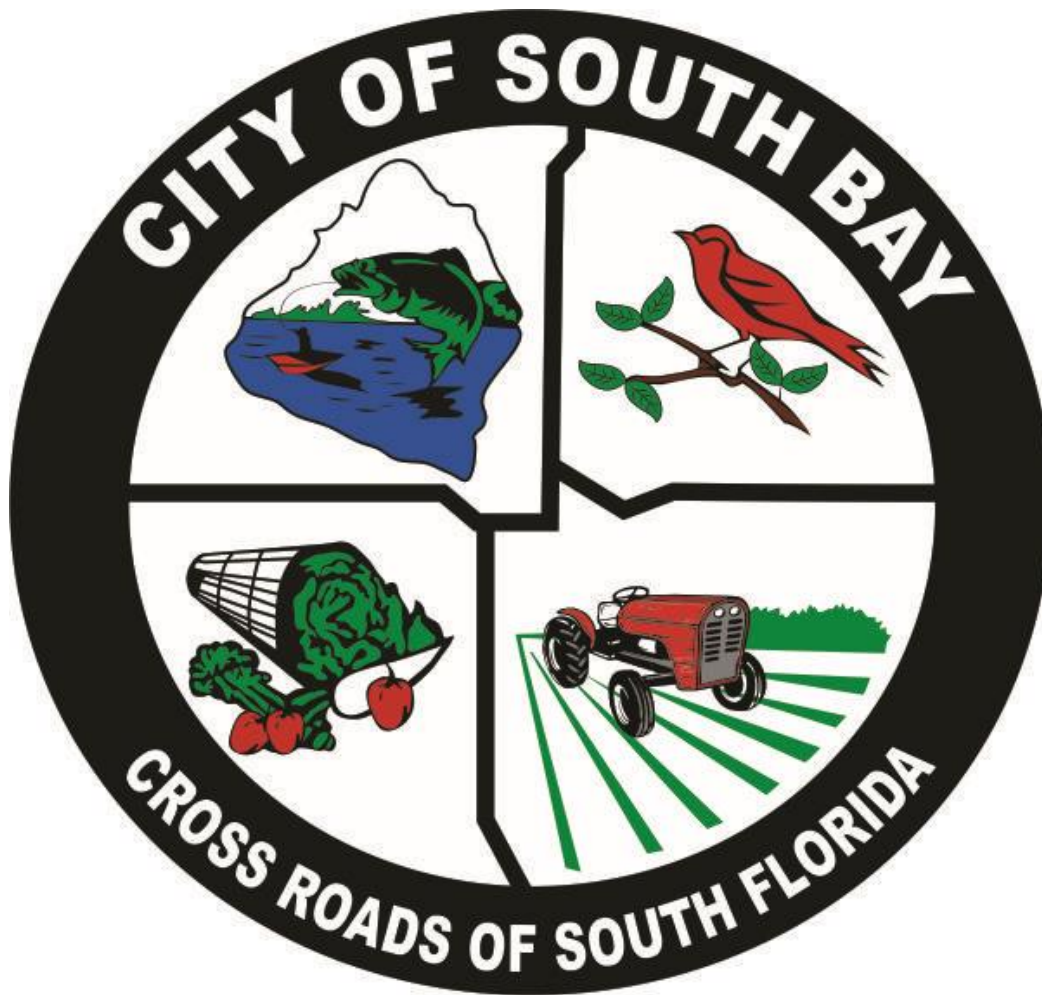
CITY COMMISSIONERS

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

Leondrae D. Camel,
City Manager

Vicenta Del Bosquez,
City Clerk

Burnadette Norris-Weeks,
City Attorney



*South Bay, the Crossroads of South Florida,
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Cross Roads of South Florida

(561) 996-6751

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LEGISLATIVE PRIORITIES OVERVIEW

Deteriorating roadways, substandard storm water drainage system, multipurpose community facility and Herbert Hoover Dike Rehabilitation Project are legislative priorities. Through strategic planning and community input, the City of South Bay commission acknowledges that the City's annual capital improvement budget is contingent on State of Florida appropriation. Strategically located at Florida's crossroads (US 27 North South and SR 80 East West), the City of South Bay, is experiencing gradual economic revitalization. However, South Bay's fiscal challenges and economic growth are at the crossroads. According to population census and tax base data, the average median household income is \$28,406 compared to the State median household income at \$46,036 and the median property value is \$89,300 compared to the State median property value of \$153,300.

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

As an overview, there are several existing conditions described in this document to support the City of South Bay's request for 2019 legislative appropriations.

SOUTH BAY RAIL AND STORMWATER DEVELOPMENT EPICENTER **Cost - \$500,000**

The City of South Bay is desirous of improvement and/or development of a parcel of publicly-owned land known as the "South Bay Park of Commerce", located adjacent to US HWY 27, Inland Logistic Center (ILC) in the City of South Bay, Florida. The property has direct access to US HWY 27 and ILC.

The City of South Bay has adopted a Redevelopment Plan known as the Economic Development Project, "Creating an Industrial Park for Business Development". A conceptual plan of the South Bay has also been created.

In an effort to improve the marketability of this plan the city is seeking \$500,000 to be provided for the preliminary engineering and design for future developments of the Epicenter Rail and Stormwater improvements in the City of South Bay.

MULTI-PURPOSE EMERGENCY SHELTER AND CARE CENTER

Cost - \$8,300,000 (Final)

The City of South Bay's current shelter no longer meets the Florida-state requirements to serve as an emergency shelter, nor does it accommodate the needs of residents as a community center. Through this proposed project, the City is creating not only a fully functioning emergency shelter but also a one-stop community center that will facilitate community growth and prosperity. Activities and services that will be housed in the new center will improve the quality of residents' lives, which will allow the City to move from its status as a rural underserved community to a flourishing community with less economic disparities and more opportunities for residents, the City and the region. The City of South Bay Emergency Shelter/Community Center (facility) will serve area residents in several vital capacities: as an emergency shelter in times of natural disaster and as a true community center during day-to-day operations.

In everyday situations, the facility will provide the City with a central location for small business and entrepreneurial development, educational programming, social services, medical/dental services, cultural engagement and recreation. This structure in the heart of the community will create cultural significance through productive activities for all ages regardless of socio-economic status.

South Bay Recreation Department will use the facility as the classroom space and computer lab for special interest programs, such as senior citizen programs and adult continuing education for self-betterment/self-satisfaction; for job/career-related courses and certifications, such as first aid CPR; and for English as a Second Language Instruction. Further, the facility will be utilized year-round for the purposes of recreation, youth programming and community events that enhance the livability of the city. The City will strive to work with entities such as Palm Beach State College, the Small Business Administration, the West Technical Education Center (Belle Glade), and Palm Beach County Schools to determine purposeful community-based education that best meets the needs of area adults and youth. In cooperation with the local elementary schools, vital services, such as summer camps, will be provided from this center. Working families will receive support regardless of their ability to pay.

In addition, local community-based non-profits and informal groups, such as the Girls Scouts, Little League, social, arts/performing arts groups and special interest community groups, will use the facility for meetings and other special events that add to the vibrancy of South Bay. The City will have the option to rent the facility

to private citizens for personal gatherings, which will generate some income that supports the routine maintenance and programming provided to the public.

The facility will house a community kitchen and café that will be open to the public. The kitchen will serve as a training facility for adults and/or disabled/developmentally disabled adults to receive training in foods preparation/service. The café will allow the public to access an affordable dining and meeting space while supporting those that come to the community kitchen to learn a new skill or trade. The community kitchen will also serve as a local food bank to area residents in need of nutritional support.

The City plans to work with the Federation of Families of Florida Inc. a SAMSHA approved organization to provide a location for weekly mental and medical and services for uninsured persons or for those unable to travel far afield for routine medical services. The Center will also offer space for counseling services. In addition, area non-profits will be able to use the space for large and small meetings. The City will work with local non-profits to develop a one-stop type environment so that residents in need can access a myriad of supportive social services in one location and at one time.

The City believes that the crucial piece to this proposed community center, during non-disaster scenarios, will be the proposed small business and entrepreneurial center. In addition to meeting space, the center will house a small business/entrepreneurial center complete with technology access, mailboxes, small-scale packaging/shipping preparation area, quiet rooms for phone calls/interviews. In addition, the City will be working to recruit business mentors and advisors to help area residents launch small-scale business ventures that will raise the average income of area residents; will reduce unemployment and reliance on governmental support programs, such as unemployment or TANF; and will lend to the overall economic revitalization of the city.

In its critical functions, the facility will provide protection for life at the point of impact in a natural disaster or critical hours in the heat of an emergency event. The Shelter will house a minimum of 200 persons, either typically abled or physically disabled persons with sleeping accommodations. Unfortunately, the current shelter is no longer able to meet the standards required for the increasingly powerful storm events that face our communities. Once the critical hours pass, the facility will also serve as the staging point for recovery efforts. City first responders, including, police, fire, EMT, and social services teams will use the facility to support residents, employees and those from our neighboring communities in the seven community lifelines.

The community lifelines that will be safeguarded or enhanced through the construction of this facility will include: 1) Safety and security; 2) Food, water and shelter; 3) Health and Medical; 4) Energy (power); 5) Communications; and 6) Transportation. The seventh community lifeline, Hazardous Materials, will be addressed in the site preparation phase, which will be completed prior to the construction phase of the shelter. Therefore, each of the seven lifelines will be addressed through the proposed emergency shelter construction project.

This critical facility will improve resiliency in a number of ways that influence the seven lifelines:

1) Safety and security – without the construction of the shelter it will be increasingly difficult as storms grow in size, intensity and impact to provide safety and security to our community members. The proposed construction and new building standards will increase the likelihood of survival and will minimize damage to the critical facility.

2) Food, water and shelter – the new emergency shelter will provide shelter, food and water to those residents taking refuge in the structure. The facility will have a community kitchen, food bank, dining area, sleeping space, showers/changing rooms/restrooms, and potable water. Moreover, once the critical event hours have passed, the facility will serve as a staging area for fire, rescue, and post-disaster emergency response agencies to set-up operations. The community kitchen and food bank will be used for food service as well as food and water distribution for community members that do not stay in the facility.

3) Health and Medical – in the immediate post-disaster scenario, the facility can be used as a triage area, where EMTs and medical teams can evaluate victims for transport to hospital or provide immediate treatment. The community center will have private areas that can be used a counseling space for those residents will behavioral health challenges.

4) Energy (power and fuel) – Once constructed, the facility will include backup electricity capabilities for the entire facility. By having this critical source, the center will be enabled as a recovery facility to provide more services after an event, such as the set up of charging stations and critical medical device hookups.

5) Communications – Proposed power generation capabilities noted above will allow communications reliant on electricity/charging batteries to remain functioning, such as through the phone charging stations.

6) Transportation – The community center in normal operation will serve as a transportation hub. This capacity will continue to the extent possible in post disaster scenarios. The playing fields at the shelter could be used as a possible landing pad for transport helicopters and as a land transport connection point to other critical facilities, such as hospitals, and as a distribution point for supplies.

7) Hazardous Materials – The site for the shelter will be assed for the presence of hazardous materials prior to the construction of the site. These activities are not a part of this proposed project, but are necessary to construction of the proposed facility. Any hazardous materials found, such as lead, asbestos, pesticides, will be addressed prior to construction.

The construction of this critical facility is of vital importance to the health, safety, and wellbeing of the residents of South Bay. Moreover, **this project meets all three of the HUD Community Development Block Grant national objectives:**

- 1) The service area for the proposed facility is entirely populated by low-and-moderate income (LMI) persons;
- 2) The project addressed a server and urgent community welfare and health need;
- 3) By the pre-project demolition of the damaged shelter/community center and the construction of a new and attractive facility, the project eliminated blighted conditions in this area.



SOUTH BAY MEMORIAL VETERAN PARK

Cost - \$150,000

Phase I on Veterans Memorial Park by the City of South Bay will be located at the Crossroads of US HWY 27 and State Road 80. This City-Owned land improvements will include site grading, the installation of road pavers and

substrate, an approach walkway, and the addition of flag poles, benches, trees, landscaping and pathway with flagpole lighting.

In the process creating a memorial that appropriately honors area veterans while also providing a destination for visitors in the area to enjoy.

ROADWAYS, SIDEWALKS AND STREET LIGHTING

Estimated Cost - \$5,860,705

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

Proposed Roadways Marked for Street Reconstruction / Resurfacing 2020-2021		
	Project Length	Estimated
<u>Collector / Residential Roadways</u>	(ft)	Cost
SE 3rd St	1252	331,780.00
NW 6th Ave	372	98,580.00
NW 9th Ave	1253	332,045.00
NW 10th Ave	1253	332,045.00
NW 5th Ave	372	98,580.00
NW 7th Ave	372	98,580.00
NW 11th Ave	1253	332,045.00
NW 2nd St	2500	662,500.00
NW 12th Ave	1253	332,045.00
SW 11th Ave	1297	343,705.00
SW 4th Ave	1297	343,705.00
SW 6th Ave	1297	343,705.00
SW 5th Ave	1297	343,705.00
SW 4th Ave	700	185,500.00
SW 3rd Ave	800	212,000.00
Total Estimated Funding Required for Road Projects		\$4,390,520.00

HERBERT HOOVER DIKE REHABILITATION

The South Bay City Commissioners support the Board of County Commissioners of Palm Beach County, Florida urging Congress to provide the necessary funding to complete the Herbert Hoover Dike rehabilitation and urging the Army Corps of Engineers to expedite its repairs to the dike to ensure the public health, safety, and welfare of the cities surrounding Lake Okeechobee and the Corps' ability to manage the lake's water level in a way that will significantly reduce the impact to the coastal estuaries. The El Nino weather pattern that dominated South Florida from December through March brought record dry season rainfall to many areas and caused the water level in Lake Okeechobee and the Everglades to rise well above the United States Army Corps of Engineers' Regulation Schedules for those areas. As a result, the coastal estuaries were forced to endure high releases of water from Lake Okeechobee for several months. The higher Lake stage also impacts the public health, safety and welfare of residents in Palm Beach County, including the Cities of Belle Glade, Pahokee and South Bay because of the pressure on the Herbert Hoover Dike. The problem is exacerbated by the Interim Lake Okeechobee Operating Rules required while the Herbert Hoover Dike undergoes its first major rehabilitation in 75 years.

STRATEGIC PLANNING COMMUNITY INPUT SURVEY

HISTORICAL CONTEXT – Community Strategic Planning and Visioning

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

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

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

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

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

As a data collection component of the strategic planning process, the City of South Bay commission approved the **Community Input Survey 2018**. The survey was designed to obtain input regarding economic development within the next five years.

Community Input Survey Master Sheet

Total Number of Surveys Dispersed (TNSD)		Total Number of respondents	
1223		114	
114		1223	
Calculated responses with percentages	Total Number	Percent	Percentage Rate Submitted
Q#1			
What is the City's growth and development challenge?			
Adequate job opportunities	54	47.37%	4.42%
Housing options	18	15.79%	1.47%
Natural Resources	3	2.63%	0.25%
Small town character	8	7.02%	0.65%
Adequate recreational opportunities	12	10.53%	0.98%

Q#2

What is the City's greatest asset?

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

Q#3**What type of development would you support?**

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

Q#4**What type of housing do you support?**

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

Q#5**Which of the following do you support?**

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

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

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

Art Galleries			
Theater performances	7	6.14%	0.57%

Q#7

Which capital improvements should the City prioritize?

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

Q#8

Which economic development priority would you support?

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

Q#9

What type of restaurant would you support in the City?

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

Q#10

Do you support Live Stream Commission Meetings?

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

Multiple Responses

131	114.91%	10.71%
-----	---------	--------

No Responses

77	67.54%	6.30%
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Total number of responses

1,140

ENDNOTE

List of supportive references noted in the Legislative Priorities

1. Strategic Planning and Budget discussion workshops
2. Demographics Data
3. Storm water Engineering Survey
4. List of Proposed Roadways

RESOLUTION NO. 59-2022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ELECTIONS AGREEMENT BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 101.34, Florida Statutes, the Palm Beach County Supervisor of Elections ("SOE") is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and

WHEREAS, the City of South Bay ("City") desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment.

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 for Agreement Execution. The City Commission of the City of South Bay, Florida hereby authorizes the City Manager to execute a Municipal Elections Agreement with the Palm Beach County Supervisor of Elections Office, attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

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

PASSED and **ADOPTED** this 6st day of December 2022.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicky Del Bosquez, 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)



2023 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and _____, **Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on March 14, 2023, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

Wendy Sartory Link Palm Beach County Supervisor of Elections

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations.

3.2 Vote-By-Mail Ballots. MUNICIPALITY shall pay SOE for vote-by-mail operations and materials.

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training.

4.2 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances, unless MUNICIPALITY has already coordinated publication with SOE. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices.

Wendy Sartory Link Palm Beach County Supervisor of Elections

SOE shall, if available, provide samples of required advertising upon request. SOE may also coordinate with MUNICIPALITY to translate and publish notices on behalf of MUNICIPALITY. MUNICIPALITY is responsible for the cost of translation and publication of required notices.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY is the qualifying officer for all municipal candidates and is therefore responsible for all associated duties including collecting petitions, collecting filing fees, and posting notices or advertisements required by municipal charters/ordinances not already required by statute.

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

SOE is responsible for verifying petition signatures once MUNICIPALITY has delivered them off to SOE's Main Office, certifying the total number of valid signatures, and returning the petitions to the clerk, who will determine whether the total number of valid signatures is sufficient for the candidate to qualify, and posting legal notices required by Florida Law.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, and at least ninety-five (95) days before Election Day, all ballot information in English, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions.

SOE reserves the right to not administer a municipal election if MUNICIPALITY does not provide all ballot information by the 95-day deadline

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s) prior to finalizing.

MUNICIPALITY shall confirm the number of ballots needed. SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE.

SOE will provide all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine. MUNICIPALITY shall be responsible for all translation costs.

The SOE will be responsible for layout out and ordering test ballots. Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

The SOE will be responsible for delivery of Early Voting and Election Day ballots to polling locations, as well as Mailing Vote-By-Mail ballots to voters with valid requests on file.

9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY must approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any costs incurred.

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will hire and train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. MUNICIPALITY shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services.

10.4 Uniform Municipal Election in Conjunction with County-Wide Election. SOE shall pay poll workers directly for their services. (Most likely to occur every four years during a March Presidential Preference Primary but may apply in similar instances in which a county-wide election occurs, upon which municipalities choose to “piggyback.”)

ARTICLE 11 – SELECTION OF POLLING PLACES

MUNICIPALITY is ultimately responsible for securing its own ADA-compliant polling location(s) for stand-alone municipal elections. If MUNICIPALITY is having an election in conjunction with a county or state-wide election, SOE will secure all polling locations.

Upon request, SOE will provide MUNICIPALITY with the list of the polling locations that are currently assigned to MUNICIPALITY’S precincts.

MUNICIPALITIES are encouraged to use the same polling locations for stand-alone municipal elections as the SOE does for county-wide elections, to avoid voter confusion and unnecessary expense. If a different location is used, SOE must be informed at least sixty (60) days in advance of Election Day and a Department of Justice survey must be performed.

MUNICIPALITY will be responsible for all costs incurred with Polling Place changes, including the mailing of Polling Place change notices to voters.

MUNICIPALITY is responsible for coordinating Monday (the day before Election Day) set-up and 5:30 a.m. access on Election Day.

ARTICLE 12 - POLL WATCHERS

12.1 Standalone, Uniform, or Runoff Municipal Election. MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE for processing. SOE will make the required identification badges and provide them to MUNICIPALITY.

MUNICIPALITY will be responsible for all costs associated with the preparation of the badges.

MUNICIPALITY will create a master poll watcher list to be supplied to their poll workers on Election Day.

12.2 Uniform Municipal Election in Conjunction with County-Wide Election. MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE, for those poll watchers specific to a municipal race or question. SOE will be responsible for collecting Designation forms for county-wide or multi-municipality races or initiatives.

SOE will create a master poll watcher list to be supplied to their poll workers on Election Day.

MUNICIPALITY may be responsible for costs associated with the preparation of municipal race or initiative petition poll watcher badges.

ARTICLE 13 – SAMPLE BALLOTS

13.1 Uniform Municipal Election.

MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. At MUNICIPALITY’S option and expense, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

13.2 Run-Off Election.

In the event of a run-off election, SOE ***shall not*** create or mail sample ballots.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third-party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third-party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment.

MUNICIPALITY shall coordinate with Voting Equipment Center manager (Hector Lugo) and Polling Location(s) regarding delivery and security of voting equipment.

14.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Canvassing Board Duties. At least one member of the Canvassing Board must be present at the Logic and Accuracy Testing, though all three must certify the accuracy of the testing.

A member of the Canvassing Board must be present at all times ballots are being processed; that is, when ballots are being opened, duplicated, and tabulated. A majority of the Canvassing Board must be present during any Canvassing procedure which requires a vote.

The Canvassing Board must be present at the Voting Equipment Center until all ballots have been collected and canvassed on Election Night.

A majority of the Canvassing Board must certify the results of the election, though three signatures is preferable. The Supervisor and SOE staff will ascertain the results and provide them to the Canvassing Board for certification.

At least three members must be present for a recount if one is necessary.

A majority of the Canvassing Board must be present at all times during the post- election Audit. The SOE staff will complete the Audit process.

16.2 County Canvassing Board. If MUNICIPALITY is using the County Canvassing Board (as defined by Section 101.141, Florida Statutes), SOE shall schedule and coordinate the date(s) on which the Canvassing Board is to assemble to canvass the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings.

MUNICIPALITY **must** utilize the County Canvassing Board in the event of a county-wide election or an election which encompasses more than one municipality (i.e., Congressional elections, etc.).

16.3 Municipal Canvassing Board. If MUNICIPALITY is using its own, separate Canvassing Board, MUNICIPALITY shall coordinate with SOE and schedule the date(s) on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. Supervisor of Elections will not be a member of the MUNICIPALITY'S Canvassing Board. The Supervisor of Elections may be a substitute member. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting an audit, if necessary.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules. The MUNICIPALITY is responsible for maintaining candidate qualifying documents and certified results in accordance with Florida Law.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording and maintaining voter history. MUNICIPALITY is responsible for determining whether voters are eligible electors, pursuant to municipal charters and ordinances.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 20 – HOLD HARMLESS COVENANT

MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications arising from MUNICIPALITY'S actions.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful, or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

SUPERVISOR OF ELECTIONS:

MUNICIPALITY:

Signature

Signature

Wendy Sartory Link

Name (Printed or Typed)

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Title

Date

Date

Wendy Sartory Link Palm Beach County Supervisor of Elections



City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Vincenza Delbosquez

Burnadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: December 1, 2022
Ref: Weekly check register

Enclosed, please find the summary of check register as of December 1, 2022:

General Fund

- Utility:

Comcast	\$ 1,470.57
Verizon	1,941.50
FPL	6,563.59
PBCWUD	2,537.51

• Norris- Weeks, PA	7,078.94	
• PBC Sheriff	19,217.17	
• United Health Care	22,235.59	
• Jordan Connors Group	4,999.98	
• Bank of America	1,730.40	
• Cardno	13,000.00	
• CAP Government	5,590.00	
• PBC Tax Collector	6,131.97	
• Purchase	4,920.16	A
• Payment for various services	16,397.69	B
• Payroll Deductions	6,065.88	C
• Other	16,891.91	D
Total	\$ 136,772.86	

ARP Act Fund

Payroll	\$ 1,058.50
Home repair	107,850.00
Rental Assistance	34,161.50
Pandemic Premium	53,825.00
Utilities Assistance	2,554.35
Total Solution	2,997.00
Andre Hamilton	4,150.00
	<u>\$ 206,596.35</u>

Capital Project Fund

CAP Government/Engineering	\$ 31,331.25
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Sanitation Fund

Waste Management	\$ 51,857.89
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"An equal Opportunity
Affirmative Action Employer"

AP Check Register Report

City Of South Bay (CSBFND)

10/28/2022 1:03:37 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14709	1127	FLY IN COLOR ATLANTA LLC	10/28/2022	235.00
14710	1142	CA FLORIDA HOLDINGS, LLC	10/28/2022	1,301.45
14711	BURNADETTE NORRIS-W	BURNADETTE NORRIS-WEEKS, PA	10/28/2022	7,078.94
14712	CAP GOVERNMENT	CAP GOVERNMENT	10/28/2022	5,590.00
14713	FDOT	FDOT	10/28/2022	4.76
14714	FEDERAL EXPRESS	FEDERAL EXPRESS	10/28/2022	24.41
14715	LAKE HARDWARE	LAKE HARDWARE	10/28/2022	187.21
14716	LYONS PRINTING	LYONS PRINTING	10/28/2022	55.20
14717	NORTHERN PALM BEACH	NORTHERN PALM BEACH COUNTY	10/28/2022	2,409.92
14718	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	10/28/2022	2,875.00
14719	PBC LEAGUE OF CITIES	PALM BEACH COUNTY LEAGUE OF CITIES	10/28/2022	35.00
14720	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	10/28/2022	19,217.17
14721	SEMINOLE SUPPLY CO	SEMINOLE SUPPLY CO	10/28/2022	70.01
14722	STEVEN G BINES	STEVEN G BINES	10/28/2022	338.50
14723	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	10/28/2022	76.52
14724	VERIZON WIRELESS	VERIZON WIRELESS	10/28/2022	555.06
14725	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	10/28/2022	311.92
Non-Electronic Transactions:				40,366.07
Total Transactions:				40,366.07

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
14726	1143	PPLSI	11/1/2022	118.70	C
14727	1144	LESLIE HESSING	11/1/2022	300.00	D
14728	AFLAC	AFLAC	11/1/2022	1,373.16	C
14729	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	11/1/2022	734.40	J
14730	IAMAW	IAMAW	11/1/2022	242.08	C
14731	LIBERTY NATIONAL	LIBERTY NATIONAL	11/1/2022	325.96	J
14732	MUTUAL OF OMAHA	MUTUAL OF OMAHA	11/1/2022	237.59	D
14733	WALMART (CAPITAL ONE	CAPITAL ONE	11/1/2022	440.68	A
14734	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	11/1/2022	68.50	C
				Non-Electronic Transactions:	3,841.07
				Total Transactions:	3,841.07

AP Check Register Report
City Of South Bay (CSBFND)

11/1/2022 3:59:37 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14735	1145	LOEWS KANSAS CITY HOTEL	11/1/2022	5,725.86
Non-Electronic Transactions:				5,725.86
Total Transactions:				5,725.86

AP Check Register Report

City Of South Bay (CSBFND)

11/3/2022 12:15:56 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14736	ALLY	ALLY	11/3/2022	725.70
14737	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	11/3/2022	3,079.76
14738	ANDRE L. HAMILTON	ANDRE L. HAMILTON	11/3/2022	4,150.00
14739	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	11/3/2022	1,500.00
14740	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	11/3/2022	9.34
14741	FPL	FPL	11/3/2022	6,563.59
14742	JIM HOOKS WELDING IN	JIM HOOKS WELDING INC.	11/3/2022	440.00
14743	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	11/3/2022	4,999.98
14744	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS &	11/3/2022	94.00
14745	LAKE HARDWARE	LAKE HARDWARE	11/3/2022	126.87
14746	MARATHON/MEX BANK	WEX BANK	11/3/2022	2,457.00
14747	PBC LEAGUE OF CITIES	PALM BEACH COUNTY LEAGUE OF CITIES	11/3/2022	2,339.00
14748	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	11/3/2022	2,537.51
14749	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	11/3/2022	410.00
14750	SEASON TO SEASON, LL	SEASON TO SEASON, LLC	11/3/2022	230.00
14751	UNITED HEALTH CARE	UHS PREMIUM BILLING	11/3/2022	12,139.75
Non-Electronic Transactions:				41,802.50
Total Transactions:				41,802.50

AP Check Register Report

City Of South Bay (CSBFND)

11/7/2022 2:54:18 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14752	BETTY BARNARD	BETTY BARNARD	11/7/2022	161.00
14753	JOE KYLES	JOE KYLES	11/7/2022	161.00
14754	JOHN WILSON	JOHN WILSON	11/7/2022	161.00
14755	NEPOLEON COLLINS	NEPOLEON COLLINS	11/7/2022	161.00
14756	TARANZA MCKELVIN	TARANZA MCKELVIN	11/7/2022	161.00
Non-Electronic Transactions:				805.00
Total Transactions:				805.00

AP Check Register Report

City Of South Bay (CSBFND)

11/15/2022 9:29:13 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14757	1001	GLADES PROPERTY MANAGEMENT LLC	11/15/2022	14,941.50
14758	1095	RANDY BURDEN	11/15/2022	4,000.00
14759	1102	MABLE CUNNINGHAM	11/15/2022	4,000.00
14760	1148	LOUISE MCKINZIE	11/15/2022	1,700.00
14761	1149	J& D FIVE LLC	11/15/2022	2,200.00
14762	1150	2 SBW & ASSOCIATES	11/15/2022	3,900.00
14763	1151	COURTNEY BLAND	11/15/2022	150.00
14764	1152	MT. CALVARY FIRST BAPTIST CHURCH	11/15/2022	300.00
14765	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	11/15/2022	2,554.35
14766	RUBEN PADRON	RUBEN PADRON	11/15/2022	1,836.00
14767	SOUTH BAY ONE LLC	SOUTH BAY ONE LLC	11/15/2022	1,500.00
Non-Electronic Transactions:				37,081.85
Total Transactions:				37,081.85

AP Check Register Report

City Of South Bay (CSBFND)

11/16/2022 11:55:54 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14768	1078	HERMAN S. BROWN	11/16/2022	2,000.00
14769	1079	JULIA TYLER	11/16/2022	2,000.00
14770	1080	JUANITA THELEMAQUE	11/16/2022	2,000.00
14771	1081	GERALDINE JACKSON	11/16/2022	2,000.00
14772	1082	CLAUDETTE CLARK	11/16/2022	2,000.00
14773	1083	DOROTHY DAVIS	11/16/2022	2,000.00
14774	1084	PATTY WOOTEN	11/16/2022	2,000.00
14775	1085	MARY DEMPS	11/16/2022	2,000.00
14776	1086	CALVIN HODGE	11/16/2022	2,000.00
14777	1087	DELORIS BETHEA	11/16/2022	2,000.00
14778	1088	MARIA RODRIGUEZ	11/16/2022	2,000.00
14779	1089	ALICIA RIOS	11/16/2022	2,000.00
14780	1090	JANNIE RUTHLEDGE	11/16/2022	2,000.00
14781	1091	CELIDA DEL REAL	11/16/2022	2,000.00
14782	1092	TARANZA MCKELVIN	11/16/2022	2,000.00
14783	1094	BILLY FRANCOEUR	11/16/2022	2,000.00
14784	1096	MARY FREEMAN	11/16/2022	2,000.00
14785	1097	LATORSHA HARRIS	11/16/2022	2,000.00
14786	1098	ROSA SLEDGE	11/16/2022	2,000.00
14787	1099	MONICA SKEETE	11/16/2022	2,000.00
14788	1100	LYNNETTE BUTTS	11/16/2022	2,000.00
14789	1101	DELFINO ROA	11/16/2022	2,000.00
14790	1103	CORINE BETHEA	11/16/2022	2,000.00
14791	1104	GEORGIA CONEY	11/16/2022	2,000.00
14792	1105	MILDRED ROSS	11/16/2022	2,000.00
14793	1106	JENETTA LAWE	11/16/2022	2,000.00
14794	1107	THOMAS STINSON	11/16/2022	2,000.00
14795	1108	LUCIANO CRISTOBAL	11/16/2022	2,000.00
14796	1109	JOHNNIE BROWN MILNER	11/16/2022	2,000.00
14797	1110	SALVADOR GAMA	11/16/2022	2,000.00
14798	1111	CLARA MINCEY	11/16/2022	2,000.00
14799	1113	KATHY MCKELVIN	11/16/2022	2,000.00
14800	1114	SHIRLEY PITTMAN	11/16/2022	2,000.00
14801	1115	EDNA ANDREWS	11/16/2022	2,000.00
14802	1116	CARMEN CANALES	11/16/2022	2,000.00
14803	1117	FOBIA D. JOHNSON	11/16/2022	2,000.00
14804	1118	ERNESTINE MTICHELL	11/16/2022	2,000.00
14805	1119	REFUGIO GARICA	11/16/2022	2,000.00
14806	1120	LINDA J BUTTS	11/16/2022	2,000.00
14807	1121	BRATHROM COLLINS	11/16/2022	2,000.00
14808	1122	MARILYN HUMPHRIES	11/16/2022	2,000.00
14809	1123	DEBORAH GADSON	11/16/2022	2,000.00
14810	1124	LEATRICE STEWART	11/16/2022	2,000.00
14811	1125	JOHNNIE TURNER	11/16/2022	2,000.00
14812	1126	ALBERTA FREEMAN	11/16/2022	2,000.00
14813	1128	JOSE ALCALA	11/16/2022	2,000.00

Non-Electronic Transactions: 92,000.00

Total Transactions: 92,000.00

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14814	LATRECE D. HUBBARD	LATRECE D. HUBBARD	11/16/2022	2,800.00
14815	NEW SOUTH BAY VILLAS,	NEW SOUTH BAY VILLAS, LTD	11/16/2022	4,542.00
14816	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	11/16/2022	380.00
Non-Electronic Transactions:				7,722.00
Total Transactions:				7,722.00

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14817	1153	ROKSANA PARVIN	11/17/2022	742.00
Non-Electronic Transactions:				742.00
Total Transactions :				742.00

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14818	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	11/21/2022	829.90
14819	CARDNO	CARDNO, INC	11/21/2022	13,000.00
14820	CLARKE	CLARKE	11/21/2022	2,399.98
14821	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	11/21/2022	349.74
14822	FDOT	FDOT	11/21/2022	3.00
14823	FEDERAL EXPRESS	FEDERAL EXPRESS	11/21/2022	101.70
14824	LAKE HARDWARE	LAKE HARDWARE	11/21/2022	26.15
14825	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	11/21/2022	74.51
14826	PALM BEACH COUNTY	BOARD OF COUNTY COMMISSIONERS/ PALM BEACH	11/21/2022	50.00
14827	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	11/21/2022	820.00
14828	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	11/21/2022	468.96
14829	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	11/21/2022	500.00
14830	SEASON TO SEASON, LL	SEASON TO SEASON, LLC	11/21/2022	265.00
14831	TELLY WEBB	TELLY WEBB	11/21/2022	1,170.79
14832	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	11/21/2022	2,997.00
14833	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	11/21/2022	289.79
Non-Electronic Transactions:				23,346.52
Total Transactions:				23,346.52

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14834	AFLAC	AFLAC	11/23/2022	1,373.16
14835	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	11/23/2022	734.40
14836	IAMAW	IAMAW	11/23/2022	242.08
14837	LIBERTY NATIONAL	LIBERTY NATIONAL	11/23/2022	284.94
14838	MUTUAL OF OMAHA	MUTUAL OF OMAHA	11/23/2022	291.62
14839	UNITED HEALTH CARE	UHS PREMIUM BILLING	11/23/2022	10,096.84
14840	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	11/23/2022	68.50
Non-Electronic Transactions:				13,091.54
Total Transactions:				13,091.54

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14841	1112	PASCUALA R. MARQUEZ	11/23/2022	3,950.00
14842	1154	MILTON SWIFT	11/23/2022	1,160.00
14843	BANK OF AMERICA, NA	BANK OF AMERICA	11/23/2022	1,730.40
14844	EDGAR KERR	EDGAR W. KERR	11/23/2022	292.80
14845	PBC MUNICIPAL CLERKS	PALM BEACH COUNTY MUNICIPAL CLERKS ASSOCIATION	11/23/2022	35.00
14846	TAX COLLECTOR PALM BEACH	TAX COLLECTOR PALM BEACH COUNTY	11/23/2022	6,131.97
Non-Electronic Transactions:				13,300.17
Total Transactions:				13,300.17

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
14847	1093	ISIDRA MONROY	11/29/2022	3,900.00
14848	JOE KYLES	JOE KYLES	11/29/2022	208.26
Non-Electronic Transactions:				4,108.26
Total Transactions:				4,108.26

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-11/16/22	COMCAST	COMCAST	11/16/2022	387.01
Non-Electronic Transactions:				387.01
Total Transactions:				387.01

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH PAYMENT-11/7/	1146	VERIZON CONNECT FLEET USA LLC	11/7/2022	831.38
Non-Electronic Transactions:				831.38
Total Transactions:				831.38

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH PAYMENT 11-2-	COMCAST	COMCAST	11/2/2022	181.35
Non-Electronic Transactions:				181.35
Total Transactions :				181.35

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH-11/21/22	COMCAST	COMCAST	11/21/2022	142.21
Non-Electronic Transactions:				142.21
Total Transactions:				142.21

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City Of South Bay (CSBFND)

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Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
ACH PAYMENT-11/28/22	COMCAST BUSINESS	COMCAST	11/28/2022	760.00
ACH-11/28/22	VERIZON WIRELESS	VERIZON WIRELESS	11/28/2022	555.06
Non-Electronic Transactions:				1,315.06
Total Transactions:				1,315.06

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
PHONE PAYMENT O	WALMART (CAPITAL ONE	CAPITAL ONE	11/29/2022	1,696.86
Totals:			Electronic Transactions:	1,696.86
			Total Transactions:	1,696.86

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City Of South Bay (CSBFND)

11/3/2022 2:21:06 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
247	CAP GOVERNMENT	CAP GOVERNMENT	11/3/2022	6,490.00
Non-Electronic Transactions:				6,490.00
Total Transactions:				6,490.00

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
248	CAP GOVERNMENT	CAP GOVERNMENT	9/30/2022	4,485.00
Non-Electronic Transactions:				4,485.00
Total Transactions:				4,485.00

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
249	CAP ENGINEERING	CAP ENGINEERING	9/30/2022	5,956.25
Non-Electronic Transactions:				5,956.25
Total Transactions :				5,956.25

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
250	CAP ENGINEERING	CAP ENGINEERING	9/30/2022	14,400.00
Non-Electronic Transactions:				14,400.00
Total Transactions :				14,400.00

AP Check Register Report

City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
293	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	10/28/2022	32,652.01
Non-Electronic Transactions:				32,652.01
Total Transactions:				32,652.01

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
294	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	11/7/2022	4,182.96
Non-Electronic Transactions:				4,182.96
Total Transactions:				4,182.96

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City Of South Bay (CSBFND)

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Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
295	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	11/21/2022	12,554.32
Non-Electronic Transactions:				12,554.32
Total Transactions :				12,554.32

AP Check Register Report
City Of South Bay (CSBFND)

12/1/2022 11:47:36 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
296	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	12/1/2022	22,468.60
Non-Electronic Transactions:				22,468.60
Total Transactions:				22,468.60