



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

CITY OF SOUTH BAY

CITY COMMISSION AGENDA

CITY HALL CHAMBER

TUESDAY, APRIL 2, 2024

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:

Albert L. Polk

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

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, APRIL 2, 2024
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, APRIL 2, 2024
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*)**
 - a. Senator Berman (end-of-legislative-session update)
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 – March 5, 2024
 - 5.a. Meeting Minutes
 - b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - April 2, 2024
6. **RESOLUTIONS – (Non- Consent) and Quasi-Judicial Hearing, if applicable)**
 - a. RESOLUTION 15-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE CERTIFIED ELECTION RESULTS FOR THE REGULAR ELECTION HELD ON MARCH 19, 2024 FOR CITY COMMISSIONER SEAT 4; PROVIDING FOR AN EFFECTIVE DATE
 - 6.a. Supervisor of Election Certified Election Letter
 - 6.a. Annual City Commission Organization
Nomination and Appointment of Mayor
Nomination and Appointment of Vice Mayor
Nomination and Appointment of Treasurer
Motion to Retain City Clerk
Motion to Retain City Attorney
 - b. RESOLUTION 12-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING AN AMENDED ETHICS TRAINING POLICY IN ACCORDANCE WITH THE TRAINING REQUIREMENTS OF THE PALM BEACH COUNTY COMMISSION ON ETHICS; REPEALING AND REPLACING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE
 - 6.b. Ethics Policy
 - c. RESOLUTION 14-2024
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ACKNOWLEDGING THE EVALUATION RESULTS FOR THE PERIOD JANUARY 2023 TO JANUARY 2024 AND APPROVING A NINTH AMENDMENT TO THE CITY MANAGER

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SOUTH BAY
AND LEONDRAE D. CAMEL; PROVIDING FOR AN EFFECTIVE DATE

6.c. NINTH Amendment

d. RESOLUTION 16-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE AWARD OF INVITATION TO BID NO. 2023-03 TO HUURR HOMES, LLC FOR THE PROVISION OF S2 AREA DRAINAGE IMPROVEMENTS PURSUANT TO FDEP AGREEMENT NO. LP50102; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

6.d. Huurr Homes Agreement

6.d. Huurr Homes Proposal

e. RESOLUTION NO. 17-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE MAYOR'S EXECUTION OF THE ATTACHED STATE OF FLORIDA DEPARTMENT OF COMMERCE COMPETITIVE FLORIDA PARTNERSHIP GRANT AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

6.e. South Bay CFP Agreement

f. RESOLUTION 18-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A FLORIDA DEPARTMENT OF TRANSPORTATION RURAL ROADWAY ASSISTANCE CONSOLIDATED FUNDING GRANT APPLICATION FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE

6.f. SCOP Application 2026

6.f. SCOP 2026 Engineers Cost Estimate

g. RESOLUTION NO. 19-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING CITY MANAGER TO EXECUTE AN AGREEMENT AS AN EMERGENCY PURCHASE BETWEEN ENSAFE INC. AND THE CITY OF SOUTH BAY FOR GRANT WRITING SERVICES AND SUPPORT PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE

6.g. ENSAFE Agreement

7. ORDINANCE

- a. ORDINANCE NO. 02-2024
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 26 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "SOLID WASTE", BY ADDING SECTION 26-2 ENTITLED "COLLECTION RATES" IN ORDER TO INCREASE RATES FOR CERTAIN SOLID WASTE COLLECTION AND RECYCLING SERVICES WITHIN THE CITY; PROVIDING FOR ANNUAL RATE ADJUSTMENTS FOR FISCAL YEARS ("FY") 2024-2025 THROUGH FY 2028-2029 FOR RESIDENTIAL AND COMMERCIAL ACCOUNTS WITH AN EFFECTIVE DATE OF OCTOBER 1, 2024 FOR IMPLEMENTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.
- b. ORDINANCE NO. 03-2024
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 10 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "ELECTIONS", ARTICLE III ENTITLED "CANDIDATES", BY AMENDING SECTION 10-51 ENTITLED "QUALIFICATION FEE, ETC."; TO INCREASE THE QUALIFYING FEE FROM TWENTY-FIVE DOLLARS (\$25.00) TO ONE HUNDRED DOLLARS (\$100.00); REQUIRING COMPLIANCE WITH SECTION 99.092, FLORIDA STATUTES BY IMPOSING A PERCENTAGE BASED STATUTORY FILING FEE, AN ELECTION ASSESSMENT FEE AND A PARTY ASSESSMENT FEE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.
- c. ORDINANCE NO. 04-2024
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 6, SECTION 6-20 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "PERMIT FEE SCHEDULE" TO PROVIDE FOR FEE INCREASES BY ORDINANCE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

- a. Accounts Payable Report
 - 9.a. AP Report

10. CITY CLERK REPORT

- a. 2024 Annual Conference August 15-17, 2024 Diplomat Beach Resort – Hollywood
 - b. NLC City Summit November 11-16th, 2024
- 11. CITY MANAGER REPORT
- 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/BUDGET WORKSHOP AGENDA

CITY HALL CHAMBER
TUESDAY, MARCH 5, 2024
6:30PM

Present:

Mayor Joe Kyles
Vice Mayor Betty Barnard
Commissioner Esther Berry
Commissioner Taranza McKelvin
Commissioner Albert Polk

Staff

Leondrae Camel, City Manager
Vicenta Del Bosquez, City Clerk
Samour Suckram, Esq., City Attorney
Massih Saadatmand, Finance Director
Nepoleon Collins, Neighborhood and Community Services Director

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

1. **CALL TO ORDER at 6:31pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. **Historical Designation Ordinance Discussion**
 - b. **State of the City Discussion**
 - c. **City Manager's Evaluation**
 - d. **Agenda Items**
4. **ADJOURNMENT at 6:56pm**

Moved by: Commissioner McKelvin
Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING

CITY HALL CHAMBER
TUESDAY, MARCH 5, 2024
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 March 5, 2024 at 7:00 p.m.

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

Present:

Mayor Joe Kyles
 Vice Mayor Betty Barnard
 Commissioner Esther Berry
 Commissioner Taranza McKelvin
 Commissioner Albert Polk IV

Staff:

Leondrae Camel, City Manager
 Vicenta Del Bosquez, City Clerk
 Samour Suckram, Esq., City Attorney
 Massih Saadatmand, Finance Director
 Napoleon Collins, Neighborhood and Community Services Director

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**
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 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.

- a. Regular City Workshop and City Meeting
Approval of City Minutes-February 20, 2024

5.a Meeting Minutes

- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda-March 5, 2024
Approve Consent Agenda
Moved by: Commissioner Berry
Seconded by: Commissioner McKelvin

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

6. RESOLUTIONS- (Non- Consent) and Quasi-Judicial Hearing, if applicable**a. RESOLUTION NO. 12-2024**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING AN AMENDED ETHICS TRAINING POLICY IN ACCORDANCE WITH THE TRAINING REQUIREMENTS OF THE PALM BEACH COUNTY COMMISSION ON ETHICS; REPEALING AND REPLACING ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

6.a. Ethic's Policy**Moved by:****Seconded by:**

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

b. RESOLUTION NO. 13-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE CITY MANAGER'S EXECUTION OF AMENDMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY REGARDING THE MODERNIZATION OF COX PARK RECREATIONAL FACILITIES PROJECT; PROVIDING FOR AN EFFECTIVE DATE

6.b. Agreement Amendment 002 Cox Park**6.b. DHED Approval****Moved by: Commissioner McKelvin****Seconded by: Commissioner Polk**

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

c. RESOLUTION 14-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACKNOWLEDGING THE EVALUATION RESULTS FOR THE PERIOD JANUARY 2023 TO JANUARY 2024 AND APPROVING A NINTH AMENDMENT TO THE CITY MANAGER EMPLOYER AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND LEONDRAE D. CAMEL; PROVIDING FOR AN EFFECTIVE DATE

6.c. Ninth Amendment Agreement

Motion to approve Resolution 14-2024**Moved by: Commissioner Berry****Seconded by: Commissioner McKelvin**

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

Motion to get evaluation in January and extension/contract in March**Changing the term period to March on the agreement****Moved by: Commissioner McKelvin****Seconded by: Commissioner Berry**

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

Motion to consider a bonus or salary adjustment-No amount**Moved by: Commissioner Berry****Seconded by: Mayor Kyles**

COMMISSION	VOTE
Mayor Kyles	YES
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	NO
Commissioner Polk	NO

Motion for City Manager to talk to legal and bring back.**Moved by: Vice Mayor Barnard****Seconded by: Commissioner Berry**

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

No amount considered after motion

Motion to nullify the directive to the terms of City Manager agreement**Moved by: Commissioner Berry****Seconded by: Vice Mayor Barnard**

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

Motion to reopen 14-2024 for discussion and to table**Moved by: Vice Mayor Barnard****Seconded by: Commissioner McKelvin**

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

7. ORDINANCE**a. ORDINANCE NO. 01-2024**

AN ORDINANCE OF THE CITY OF SOUTH BAY, FLORIDA, REPEALING AND REPLACING CHAPTER 30, ARTICLE II, SECTION 30-58 ENTITLED, "GENERAL FEE SCHEDULE", OF THE CITY'S CODE OF ORDINANCES; INCREASING LOCAL BUSINESS TAX FEES; PROVIDING FOR ADOPTION OF REPRESENTATIONS, PROVIDING FOR CONFLICTS AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

7.a. Second Reading**Moved by: Commissioner McKelvin****Seconded by: Commissioner Polk**

COMMISSION	VOTE
Mayor Kyles	--
Vice Mayor Barnard	YES
Commissioner Berry	YES
Commissioner McKelvin	YES
Commissioner Polk	YES

8. ROSENWALD ELEMENTARY SCHOOL: NONE**9. FINANCE REPORT****a. Accounts Payable Report****9.a. AP Report**

Move to accept finance report

Moved by: Commissioner Berry

Seconded by: Commissioner Polk

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

10. CITY CLERK REPORT:

a. NLC Congressional City Conference 2024 March 11-13, 2024 Washington D.C.

b. March 19, 2024 commission meeting cancelled, April 2nd next commission meeting

11. CITY MANAGER REPORT

a. ITB 2023-003 Update

b. Palm Beach County Infrastructure Surtax Update NW 6th, NW 7th, NE 3rd

c. Legislative Appropriation Update

d. School Traffic Safety Discussion

e. Mr. Stinson on Browns Field project

f. 81 years (1 red light city) RaceTrac project

g. Homestead exemption

12. CITY ATTORNEY REPORT: NONE

13. FUTURE AGENDA ITEMS:

Brenda Bryant: Senator Berman will be at Commission meeting on April 2, 2024

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Taranza McKelvin

- Thank you

14.b. Commissioner Albert Polk

- Thank you

14.c. Commissioner Esther Berry

- Thank you

14.d. Vice Mayor Barnard-Phone

- Thank you

Sergeant Ortiz: Burglaries because of unlocked cars. 3 shootings no target, random shooting.

14. e. Mayor Joe Kyles

- Thank you,

15. ADJOURNMENT 8:56pm

Moved by: Commissioner McKelvin

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION 15-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING THE CERTIFIED ELECTION RESULTS FOR THE REGULAR ELECTION HELD ON MARCH 19, 2024 FOR CITY COMMISSIONER SEAT 4; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the regular City election for City Commission Seat 4 for the City of South Bay was held on Tuesday, March 19, 2024; and

WHEREAS, Barbara King was elected as the Seat 4 City Commissioner to serve for a three-year term; and

WHEREAS, on April 1, 2024, the Palm Beach County Supervisor of Elections Office certified the election results for the City of South Bay's Municipal General Election held on March 19, 2024; and

WHEREAS, the City Commission of the City of South Bay hereby accepts the certified results of the March 19, 2024, municipal election.

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 Certified Election Results. The City Commission of the City of South Bay hereby adopts the election results of the March 19, 2024, City of South Bay Municipal General Election for City Commission Seat 4, as more specifically set forth in Exhibit "A," attached hereto.

Section 3. Transmittal. The City Clerk is directed to send a certified copy of this Resolution to the Supervisor of Elections of Palm Beach County, and to post a copy for public notice.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 2nd day of April 2024.

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 King	_____ (Yes)	_____ (No)
Commissioner McKelvin	_____ (Yes)	_____ (No)
Commissioner Polk	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



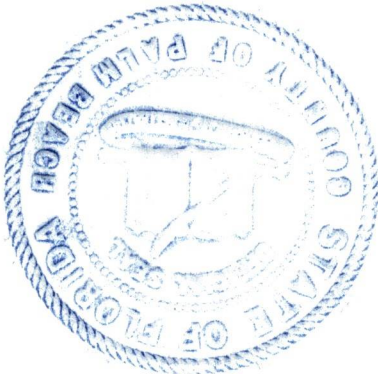
The Supervisor of Elections for Palm Beach County hereby certifies the following Municipality:

City of South Bay

★ Commissioner Seat #4 - South Bay (Vote For 1)			
Participating Precincts Reporting: 1 / 1			
Choice		Percent	Votes
Betty Hicks Barnard		36.34%	145
Barbara King		63.66%	254
			399

Witness my hand and official seal at Palm Beach County, on April 1, 2024.

By: Wendy Sartory Link
Wendy Sartory Link
Supervisor of Elections Palm Beach County





6601 Show Detailed View

Choice		Percent	Votes
Betty Hicks Barnard		36.34%	145
Barbara King		63.66%	254
			399

RESOLUTION 12-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING AN AMENDED ETHICS TRAINING POLICY IN ACCORDANCE WITH THE TRAINING REQUIREMENTS OF THE PALM BEACH COUNTY COMMISSION ON ETHICS; REPEALING AND REPLACING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, on March 19, 2013, through Resolution No. 27-2013, the City Commission of the City of South Bay ("City Commission") adopted an ethics policy for city employees, volunteers, board members and personnel based upon the ethics policy promulgated by the Palm Beach Commission on Ethics at that time; and

WHEREAS, training requirements of the Palm Beach County Commission on Ethics have changed, and it is necessary for the City to update its ethics training policy in the form attached hereto as Exhibit "A": and

WHEREAS, the City Commission of the City South Bay finds that repealing Resolution No. 27-2013 to establish a new policy is in the best interests of the City of South Bay.

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

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

Section 2. Adoption Amended Ethics Training Policy and Repeal of Resolution No. 27-2013. The City Commission of the City of South Bay hereby repeals Resolution 27-2013 and establishes a new ethics training policy in accordance with the training requirements of the Palm Beach County Commission on Ethics in the form attached hereto as Exhibit "A."

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

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 5th day of March 2024.

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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

CITY OF SOUTH BAY ETHICS TRAINING POLICY

PURPOSE:

The purpose of this policy is to provide guidelines to all personnel regarding required ethics training.

UPDATES:

Future updates to this policy will be the responsibility of the City of South Bay's Human Resources Department. Such designee will act as the liaison between the jurisdiction and the Commission on Ethics (COE). The assigned designee will be the Director of Human Resources. Periodically, the COE may recommend changes, modifications, or updates to the ethics training policy.

POLICY:

According to the Palm Beach County Code of Ethics §2-446(a), *Officials and employees shall be informed of their ethical responsibilities at the start of their public service, and shall receive updates and training materials on ethics issues throughout the span of their public service. The City of South Bay's Human Resources Department shall establish by policy a mandatory training schedule for all officials and employees which shall include mandatory periodic follow-up sessions.* In accordance with these mandates, the following policy and procedure is recommended for adoption by the City of South Bay's City Commission. In accordance with these mandates, the following policy and procedure is recommended for adoption by the City of South Bay's City Commission.

PROCEDURE:

1. All City of South Bay employees and officials (elected and appointed) must participate in the Palm Beach County Code of Ethics training within sixty (60) days of hiring or taking office upon election, reelection, appointment, or reappointment. This training requirement may consist of live training by COE staff, on-line training through use of the training video available on the COE website, or DVD presentation upon request.
2. As part of the required training, all City employees, elected and appointed officials must read the Palm Beach County Code of Ethics. The code is available on the COE website as well as in the *Ethics Pocket Guide*, published by the Commission on Ethics.
3. After initial training, periodic mandatory follow-up training is required for all employees and officials (elected and appointed) every year. The COE will coordinate with the City's Director of Human Resources, to provide timely and effective follow-up training.
4. After completing training and having read the Code of Ethics, all employees, elected and appointed officials shall complete an approved acknowledgment (form, available on the Commission on Ethics website, [http:// www.palmbeachcountyethics.com/forms.htm](http://www.palmbeachcountyethics.com/forms.htm), indicating that they attended a live COE training or viewed the appropriate web-video or approved DVD provided by the COE. The training acknowledgment form must be signed by the employee or official and submitted to Human Resources for inclusion in their personnel file
5. The City's Human Resources Department and designated administrator will coordinate all mandated training and compliance audits with the COE.

6. The policy is effective on March 1, 2024 with a thirty (30) day grace period. All employees and officials who take ethics training and read the Code of Ethics from January 1-February 31 will be considered trained and in compliance with this policy.

EFFECTIVE: MARCH 5, 2024

RESOLUTION 14-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA ACKNOWLEDGING THE EVALUATION RESULTS FOR THE PERIOD JANUARY 2023 TO JANUARY 2024 AND APPROVING A NINTH AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND LEONDRAE D. CAMEL; PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, an average score of 3.0 is deemed to be "Satisfactory" but the City Manager received an above average score of 4.5, denoting his performance as "Satisfactory"; and

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

WHEREAS, on May 15, 2018, the City Manager and City Commission entered into a third amendment to the contract between the parties to provide for a bonus for the City Manager in an amount of Twenty Thousand Dollars (\$20,000.00), as determined by the Commission; and

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

WHEREAS, on November 5, 2019, the City Manager and City Commission entered into a fifth amendment to the contract between the parties to increase the salary of the City Manager to One Hundred Twenty-Five Thousand Dollars (\$125,000.00) as determined by the Commission; and

WHEREAS, on March 16, 2021, the City Manager and City Commission entered into a sixth amendment to the contract between the parties for the provisions of a Twenty Thousand Dollars (\$20,000.00) one-time bonus; and

WHEREAS, on January 4, 2022, the City Commission extended the term of the contract with the City Manager to January 7, 2025; and

WHEREAS, on March 1, 2022, the City Manager and City Commission entered into a seventh amendment to the contract between the parties to increase the salary of the City Manager to One Hundred Forty-Five Thousand Dollars (\$145,000.00) as determined by the Commission; and

WHEREAS, on February 7, 2023, the City Manager and City Commission entered into an eighth amendment to the contract between the parties for the provisions of a Ten Thousand Dollars (\$10,000.00) one-time bonus; and

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

WHEREAS, the parties desire to enter into a Ninth Amendment consistent with the terms and conditions set forth in the amended agreement attached hereto as Exhibit "A."

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. Acknowledgment of Evaluation Results. The City Commission for the City of South Bay hereby acknowledges the performance evaluations for City Manager, Leondrae D. Camel.

Section 3. Approval of Ninth Amendment to Employment Agreement. The City Commission of the City of South Bay hereby approves the ninth amendment to the

employment agreement between the City of South Bay and Leondrae D. Camel, City Manager, as set forth in Exhibit "A", attached hereto.

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

PASSED and ADOPTED this 5th day of March 2024.

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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

AMENDMENT TO THE EMPLOYMENT AGREEMENT OF LEONDRAE D. CAMEL

This AMENDMENT TO EMPLOYMENT AGREEMENT (the "Amendment") is dated _____, 2024 (the "Amendment Effective Date"), and is between CITY OF SOUTH BAY, a Florida municipal corporation, through its City Commission ("City") and LEONDRAE D. CAMEL ("Camel"). This Amendment modifies the terms and conditions of the Employment Agreement dated January 7, 2014 between CITY and Mr. Camel (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

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

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

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

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

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

WHEREAS, on November 5, 2019, the City Manager and City Commission entered into a fifth amendment to the contract between the parties to increase the salary of the City Manager to \$125,000 as determined by the Commission; and

WHEREAS, on March 16, 2021, the City Manager and City Commission entered into a sixth amendment to the contract between the parties for the provisions of a Twenty Thousand Dollars (\$20,000.00) one-time bonus; and

WHEREAS, on January 4, 2022, the City Commission extended the term of the contract with the City Manager to January 7, 2025; and

WHEREAS, on March 1, 2022, the City Manager and City Commission entered into a seventh amendment to the contract between the parties to increase the salary of the City Manager to One Hundred Forty-Five Thousand Dollars (\$145,000.00) as determined by the Commission; and

WHEREAS, on February 7, 2023, the City Manager and City Commission entered into an eighth amendment to the contract between the parties for the provisions of a Ten Thousand Dollars (\$10,000.00) one-time bonus; and

WHEREAS, the parties desire to enter into a ninth amendment consistent with the terms and conditions set forth herein to increase the City Manager's salary to One Hundred Sixty-Five Thousand Dollars (\$165,000.00).

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

3. Section II (A). Entitled "Term" shall be amended to state:

This Contract shall be for an additional three (3) year term to terminate on January 7, 2028.

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

The City agrees to pay Mr. Camel for services rendered pursuant to his agreement a salary amount of \$165,000. Hereafter the City Commission may adjust the employee's salary by Resolution.

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

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

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

LEONDRAE D. CAMEL

By: _____
Joe Kyles, Mayor

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Burnadette Norris-Weeks
City Attorney

RESOLUTION 16-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA APPROVING THE AWARD OF INVITATION TO BID NO. 2023-03 TO HUURR HOMES, LLC FOR THE PROVISION OF S2 AREA DRAINAGE IMPROVEMENTS PURSUANT TO FDEP AGREEMENT NO. LP50102; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida ("City") is in need of S2 Area drainage improvements within the City limits; and

WHEREAS, Huurr Homes, LLC responded to an Invitation to Bid No. 2023-03, and was the lowest responsive and responsible bidder in the amount of One Million Two Hundred Ninety-Eight Thousand Eight Hundred Fifty-Three Dollars and 95/100 (\$1,298,853.95); and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to enter into the Agreement, attached hereto as Exhibit "A", with Huurr Homes LLC; and

WHEREAS, City Commission has determined that the S2 Area drainage improvements project is in the best interests of the residents of the City and authorizes the proper city officials to enter into an agreement for the provision of same.

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 Award of ITB; Authorization of City Manager. The City Commission of the City of South Bay hereby awards Invitation to Bid No. 2023-03 to Huurr Homes, LLC and further authorizes the City Manager to execute an Agreement between the City of South Bay and Huurr Homes, LLC consistent with the FDEP Agreement No. LP50102 Project as specified in Exhibit "A", attached hereto.

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

PASSED and **ADOPTED** this 2nd day of April 2024.

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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2024, between:

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

and

HUURR HOMES, LLC

a company, authorized to do business in the State of Florida,
hereinafter, "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

- 1.1 CITY in need for an independent contractor to conduct S2 Area drainage improvements within the city limits.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 CITY has accepted the proposal from CONTRACTOR in response to Invitation to Bid No. 2023-03 for S2 Area drainage improvements.
- 1.4 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2
STATEMENT OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in its Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A." Further, CONTRACTOR agrees to abide by and comply with all requirements of FDEP AGREEMENT NO. LP50102 between the Florida Department of Environmental Protection and the City of South Bay.

2.2 CONTRACTOR shall abide by all specifications outlined in its Proposal.

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

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3
COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work upon the execution of this Agreement, which shall constitute the effective date.

ARTICLE 4
CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Proposal. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto in the amount of One Million Two Hundred Ninety-Eight Thousand Eight Hundred Fifty-Three Dollars and 95/100 (\$1,298,853.95).

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for

any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

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

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City's Finance Department for payment.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.

D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 Payment by the City of CONTRACTOR's final invoice and CONTRACTOR's acceptance of the final payment shall consist CONTRACTOR's waiver of all claims against the City related to or arising out of this Agreement.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

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

5.4 Insurance shall be in force until all work required to be performed under the terms

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

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

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

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

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

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

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

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

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

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

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
PERFORMANCE BOND

9.1 The performance bond required for this contract shall be ____0____ Dollars.

ARTICLE 10
CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Statement of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon the effective date stated, and shall remain in effect for until the time set forth herein.

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

11.3 The parties contemplate that the Agreement will be for a period of one (1) month term, with one (1) one (1) month renewable term as may be agreed to by the parties.

ARTICLE 12
CONTRACT DOCUMENTS

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

ARTICLE 13
MISCELLANEOUS

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

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

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

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH, 119, F.S. TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS AT:** (561) 996-6751, City Clerk, 335 SW 2nd Avenue, South Bay, FL 33493; sbcityclerk@southbaycity.com.

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

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

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

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

Copy To: Burnadette Norris-Weeks, City Attorney
 Burnadette Norris-Weeks, P.A.
 401 North Avenue of the Arts (NW 7th Avenue)
 Fort Lauderdale, Florida 33311

CONTRACTOR: Jaime M Shlimbaum
Huurr Homes, LLC
2715 E. Oakland Park Blvd., Suite 100
Fort Lauderdale, FL. 33306

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

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

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

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

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

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

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

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

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

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

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

CITY OF SOUTH BAY

ATTEST:

Vicenta Del Bosquez, City Clerk

BY: _____
Leondrae D. Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

_____ BY: _____
Jaime M. Shlimbaum, Manager
Huurr Homes, LLC

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(STATEMENT OF WORK, ARTICLES OR CORPORATION AND PHOTOS)

ITB No. 2023-03 - One contractor bids submitted by 10:00 AM on January 25,

PROJECT: ITB 2023-03 S2 Area Drainage Improvements Per FDEP Agreement No. LP50102, City of South

ITEM	PAY ITEM	DESCRIPTION	UNITS
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Project (1):S2 Area Drainage Improvement PAY ITEMS

1	101-1	MOBILIZATION	LS
2	102-1	MAINTENANCE OF TRAFFIC	LS
3	104-10-3	SEDIMENT BARRIER	LF
4	104-18	INLET PROTECTION	EA
5	110-1-1	CLEARING AND GRUBBING	LS
6	110-23	TREE REMOVAL	EA
7	425-1-521	INLET, STRUCTURE BOTTOM TYPE P WITH TYPE C INLET GRATE	EA
8	425-1-521A	MANHOLE, STRUCTURE BOTTOM TYPE P WITH TYPE 7 TOP	EA
9	425-100-38	WEIR BOX, DRAINAGE CONTROL STRUCTURE WITH GRATES	EA
10	430-174-118	PIPE CULVERT OPTIONAL MATERIAL ROUND, 18" SD	LF
11	430-174-124	PIPE CULVERT OPTIONAL MATERIAL ROUND, 24" SD	LF
12	430-524-100	STRAIGHT CONCRETE ENDWALL FOR OUTFALL, 24" DIA. OPENING	EA
13	430-982-129	OUTFALL, MITERED END SECTION, 24" DIA. CD	EA
14	443-70-3	FRENCH DRAIN, 18"	LF
15	443-70-4	FRENCH DRAIN, 24"	LF
16	530-1-100	RIP RAP, SAND CEMENT BAGS, OUTFALL	CY
17	530-3-3	RIP RAP RUBBLE, OUTFALL	CY
18	570-1-2	PERFORMANCE TURF, SOD	SY
19	160-4	TYPE B STABILIZATION	SY
20	285-70-9	OPTIONAL BASE GROUP 06 (LBR 100)	SY
21	327-70-7	MILLING EXIST. ASPHALT PAVEMENT, 1.5"	SY
22	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN
23	425-5	MANHOLE, ADJUST	EA
24	706-1-3	RAISED PAVMENT MARKERS TYPE B	EA

25	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	LF
26	711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM
27		RECORD DRAWING (As-builts)	LS
28		PRECONSTRUCTION VIDEO TAPING	LS
29		PRECONSTRUCTION SURVEY (FOR WATER AND SEWER LINE CONFLICT)	LS
		Project (1) S2 Area Drainage Improvements Subtotal	
Project (2):S2 Area Drainage Improvement Option A PAY ITEMS			
30	101-1	MOBILIZATION (Road Improvements)	LS
31	102-1	MAINTENANCE OF TRAFFIC (Road Improvements)	LS
32	110-1-1	CLEARING AND GRUBBING	LS
33	110-7-1	MAILBOX, F&I	EA
34	160-4	TYPE B STABILIZATION (LBR 40)	SY
35	285-70-9	OPTIONAL BASE GROUP 06 (LBR 100)	SY
36	327-70-7	MILLING EXIST. ASPHALT PAVEMENT, 1.5"	SY
37	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN
38	425-5	MANHOLE, ADJUST	EA
39	425-6	WATER VALVE, ADJUST	EA
40	570-1-2	PERFORMANCE TURF, SOD	SY
41	706-1-3	RAISED PAVEMENT MARKERS, TYPE B	EA
42	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS
43	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	LF
44	711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM
		Project (2) S2 Area Drainage Improvements Option A Subtotal	
		BID TOTAL AMOUNT {Project (1) + Project (2)}	
BID TOTAL AMOUNT {Project (1) + Project (2) from Bid Form}			
Written Bid			
Bid Qualified (Yes/No)			

Draft as of February 7, 2024)

2024 at City Hall, City of South Bay, Florida. Tabulation is from Addendum #2 Bid Form

h Bay, Florida	Huurr Homes LLC 2105 Burris Road, Unit 4A Davie, FL 33314 Proposal #1		Huurr H 2105 Burris Road, Ur Propo
QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE
1	\$ 108,129.08	\$ 108,129.08	\$ 108,129.08
1	\$ 10,364.33	\$ 10,364.33	\$ 9,842.93
2,091	\$ 3.43	\$ 7,172.13	\$ 3.43
21	\$ 155.78	\$ 3,271.38	\$ 155.78
1	\$ 7,469.49	\$ 7,469.49	\$ 7,469.49
2	\$ 1,372.91	\$ 2,745.82	\$ 1,372.91
21	\$ 9,551.64	\$ 200,584.44	\$ 8,621.28
1	\$ 8,613.56	\$ 8,613.56	\$ 7,909.61
1	\$ 22,147.77	\$ 22,147.77	\$ 22,147.77
904	\$ 173.35	\$ 156,708.40	\$ 131.68
1521	\$ 208.10	\$ 316,520.10	\$ 140.97
1	\$ 40,746.44	\$ 40,746.44	\$ 27,311.29
1	\$ 4,063.82	\$ 4,063.82	\$ 2,968.53
330	\$ 333.11	\$ 109,926.30	\$ 281.82
380	\$ 387.09	\$ 147,094.20	\$ 312.01
2	\$ 673.25	\$ 1,346.50	\$ -
15.5	\$ 1,011.81	\$ 15,683.06	\$ 687.12
2090	\$ 18.32	\$ 38,288.80	\$ 16.56
428	\$ 31.36	\$ 13,422.08	\$ 20.97
428	\$ 54.70	\$ 23,411.60	\$ 42.05
2,574	\$ 12.63	\$ 32,509.62	\$ 10.28
352	\$ 257.49	\$ 90,636.48	\$ 253.63
2	\$ 317.19	\$ 634.38	\$ 305.27
32	\$ 23.90	\$ 764.80	\$ 23.90

63	\$ 25.49	\$ 1,605.87	\$ 25.49
0.07	\$ 33,652.00	\$ 2,355.64	\$ 33,652.00
1	\$ 10,356.92	\$ 10,356.92	\$ 9,967.78
1	\$ 2,641.83	\$ 2,641.83	\$ 2,641.83
1	\$ 60,643.75	\$ 60,643.75	\$ 10,000.00
		\$ 1,439,858.59	

1	\$ 9,560.65	\$ 9,560.65	\$ -
1	\$ 3,096.17	\$ 3,096.17	\$ 605.11
1	\$ 6,225.96	\$ 6,225.96	\$ 6,225.96
1	\$ 375.64	\$ 375.64	\$ 375.64
386	\$ 33.43	\$ 12,903.98	\$ 20.97
347	\$ 54.61	\$ 18,949.67	\$ 42.05
2,790	\$ 12.63	\$ 35,237.70	\$ 10.27
345	\$ 257.49	\$ 88,834.05	\$ 253.46
6	\$ 317.03	\$ 1,902.18	\$ 305.12
2	\$ 592.59	\$ 1,185.18	\$ 570.32
92	\$ 18.31	\$ 1,684.52	\$ 16.56
2	\$ 23.90	\$ 47.80	\$ 23.90
1	\$ 3,505.42	\$ 3,505.42	\$ 3,505.42
46.00	\$ 25.49	\$ 1,172.54	\$ 25.49
0.08	\$ 33,652.13	\$ 2,692.17	\$ 33,652.13
		\$ 187,373.63	
		\$ 1,627,232.22	

\$ 1,627,232.22

\$ 1,627,232.22

Yes

n issued on 1/17/2024

omes LLC
nit 4A Davie, FL 33314
osal #2

AMOUNT	COMMENTS
	INITIAL NOTES: ** City allows the contractor to dump excavated and removed material whithin the area of the Job Site
\$ 108,129.08	
\$ 9,842.93	MOT Re-Designed for the project
\$ 7,172.13	
\$ 3,271.38	
\$ 7,469.49	
\$ 2,745.82	
\$ 181,046.88	Type C Structure must be considered for the 21 locations
\$ 7,909.61	Structure Price change as pipe inverts are adjusted up.
\$ 22,147.77	
\$ 119,038.72	The Excavation Depth will not be greater than 3 FT
\$ 214,415.37	The Excavation Depth will not be greater than 3 FT
\$ 27,311.29	Means and methods adjusted for Cast-In-Place Endwall
\$ 2,968.53	Means and methods adjusted for Cast-In-Place Mitered End Section
\$ 93,000.60	Excavation Depth changed from 10 FT Deep to 8 FT Deep
\$ 118,563.80	Excavation Depth changed from 10 FT Deep to 8 FT Deep
\$ -	Rip Rap Sand Cement Bags item removed as it is not necessary to use them at the detailed location
\$ 10,650.36	Changes in Means and Methods
\$ 34,610.40	Changes in Means and Methods
\$ 8,975.16	Changes in Means and Methods
\$ 17,997.40	Changes in Means and Methods
\$ 26,460.72	Changes in Means and Methods
\$ 89,277.76	Changes in Means and Methods
\$ 610.54	Changes in Means and Methods
\$ 764.80	

\$	1,605.87	
\$	2,355.64	
\$	9,967.78	Changes in Means and Methods
\$	2,641.83	
\$	10,000.00	Based on the elevation increase in the main pipes, the crossings with existing pipes will be majorly resolved
\$	1,140,951.66	
\$	-	The item has been removed as Huurr Homes will be mobilized at the job site during this section. The cost of mobilization has already been accounted for in the initial item.
\$	605.11	
\$	6,225.96	
\$	375.64	
\$	8,094.42	Changes in Means and Methods
\$	14,591.35	Changes in Means and Methods
\$	28,653.30	Changes in Means and Methods
\$	87,443.70	Changes in Means and Methods
\$	1,830.72	Changes in Means and Methods
\$	1,140.64	Changes in Means and Methods
\$	1,523.52	Changes in Means and Methods
\$	47.80	
\$	3,505.42	
\$	1,172.54	
\$	2,692.17	
\$	157,902.29	
\$	1,298,853.95	

RESOLUTION NO. 17-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE MAYOR'S EXECUTION OF THE ATTACHED STATE OF FLORIDA DEPARTMENT OF COMMERCE COMPETITIVE FLORIDA PARTNERSHIP GRANT AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Commerce ("Commerce"), pursuant to section 163.3168, Florida Statutes ("F.S."), and Specific Appropriation 2341, Chapter 2023-239 Laws of Florida, the Competitive Florida Partnership Grant Program provides direct or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities while protecting the functions of important state resources and facilities; and

WHEREAS, the City of South Bay, Florida has been awarded funding under the Competitive Florida Partnership Grant Program to complete a review of existing economic development and resiliency documents, facilitate public participation efforts to undertake outreach and engagement with residents and prepare an action-oriented economic development and resiliency plan; and

WHEREAS, the City Commission of the City of South Bay has determined that it is in the best interests of the residents of the City of South Bay to ratify the execution of the Agreement, attached hereto as Exhibit "A."

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

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

Section 2. Authorization of Mayor. The City Commission of the City of South Bay hereby ratifies the Mayor's execution of the attached State of Florida Department of Commerce Competitive Florida Partnership Grant Agreement, attached hereto as Exhibit "A."

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

PASSED and ADOPTED this 2nd day of April 2024.

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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

**COMPETITIVE FLORIDA PARTNERSHIP
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the **City of South Bay, Florida** ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification
- **Attachment 4:** 15 Ways to Make Florida Communities More Competitive

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023, (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2024, (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period".

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to **Ninety-Five Thousand Five Hundred and Twenty-Four Dollars and Fifty Cents (\$95,524.50)** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with s. 112.061, Florida Statutes ("F.S."), and the Invoice Submittal Procedures delineated in Attachment 1: Scope of Work. Commerce shall

not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any Grantee requests for modification of this Agreement must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDITS REQUIREMENTS AND COMPLIANCE

1. **Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with Section 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If the Grantee keeps and maintains public records upon completion of this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies

provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba, or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

- 1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship.** As required by Section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing,

advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide Commerce's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

5. Grantee shall submit the final invoice for payment to Commerce no later than **60** days after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager, and made payable to the "Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision, as defined by s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability

insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with Section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for Commerce and, upon

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- creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
 3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
 4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as both terms are defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S. (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

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3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the

term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
2. Section 448.095, F.S., requires the following:

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- a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

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3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the

Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless, within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and

Agreement #P0503

Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND Commerce**Grantee's Agreement Manager:**

Napoleon Collins, Economic & Business
Development, Director

335 SW 2nd Avenue

South Bay, Florida 33493

Telephone: (561)-996-6751 Ext. 131

Facsimile: (561)-996-7950

Email Address: collinsn@southbaycity.com

Commerce's Agreement Manager:Paige LayFlorida Department of Commerce107 East Madison Street, MSC 160Tallahassee, FL 32399-4120Telephone: (850) 921-3250Facsimile: (850) 717-8522Email: paige.lay@commerce.fl.gov**DD. NOTICES**

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

Rest of page left intentionally blank; Attachments to follow after signature page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

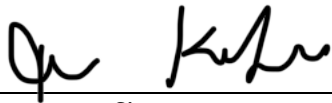
FLORIDA DEPARTMENT OF COMMERCE

CITY OF SOUTH BAY, FLORIDA

By _____
Signature
J. Alex Kelly

Title Secretary

Date _____

By  _____
Signature
Joe Kyles Sr.

Title Mayor

Date March 14, 2024

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

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____
Approved Date: _____

Attachment 1 SCOPE OF WORK

1. GRANT AUTHORITY: Pursuant to section 163.3168, Florida Statutes (“F.S.”), and Specific Appropriation 2341, Chapter 2023-239 Laws of Florida, the Competitive Florida Partnership Grant Program provides direct or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities while protecting the functions of important state resources and facilities.

The City of South Bay, Florida (“Grantee” or “City”) has been awarded funds under the Competitive Florida Partnership Grant Program to complete a review of existing economic development and resiliency documents, facilitate public participation efforts to undertake outreach and engagement with residents, and prepare an action-oriented economic development and resiliency plan.

2. PROJECT DESCRIPTION: The City of South Bay, Florida will perform a community wide assessment to facilitate the development of an economic development and resiliency strategy.

3. GRANTEE RESPONSIBILITIES: Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

A. Deliverable 1. Current City Profile Report, State of the City Report, Community Survey, and First Community Conversation

1. Analyze existing economic and demographic documents and compile a report of the current City profile.
2. Create and disseminate a community survey to determine stakeholders’ impressions of the City currently as well as identifying key community priorities and aspirations for the future.
3. Summarize the findings from the analysis of existing documents and community survey to produce a State of the City Report that presents an overview of South Bay’s current conditions, achievements, challenges, and aspirations.
4. Share the State of the City Report and engage relevant stakeholders, City officials, and the public in a SOAR Analysis and Asset Mapping discussion at the first community conversation.

B. Deliverable 2. Strengths, Opportunities, Aspirations, and Results (SOAR) Analysis, Asset Mapping Exercise, 5-Year Strategic Plan, and Second Community Conversation

1. Prepare a report and presentation summarizing the findings of the SOAR Analysis.
2. Conduct an Asset Mapping exercise to identify existing assets within the community.
3. Prepare a report and presentation summarizing the findings of the Asset Mapping exercise.
4. Prepare a 5-Year Strategic Plan that capitalizes on the City’s strengths, explores new opportunities, aligns with stakeholders’ aspirations, and plans for measurable results.
5. Share the findings from the first community conversation, the SOAR Analysis, the formal Asset Mapping exercise, and a draft of the 5-Year Strategic Plan with relevant stakeholders, city officials, and the public at the second community conversation and via the City’s website.

C. Deliverable 3. Action Oriented Economic Development and Resiliency Strategy, Ecotourism Master Plan, Draft Update to the City of South Bay Comprehensive Plan Recreation and Open Space Element, Third Community Conversation, and Final Report

1. Prepare an Action Oriented Economic Development and Resiliency Strategy that is aimed at stimulating economic growth, attracting investments, and building economic resilience.
 2. Prepare an Ecotourism Master Plan that promotes sustainable tourism practices, protects natural resources, implements outreach programs, and creates long-term benefits for the local community while offering memorable experiences to visitors.
 3. Prepare a draft update to the City of South Bay Comprehensive Plan Recreation and Open Space Element.
 3. Share the Strategy and Plan with relevant stakeholders, City officials, and the public at the third community conversation and via the City's website.
 4. Produce a final report to include community conversation summaries and feedback on the drafts of the Action Oriented Economic Development and Resiliency Strategy and the Ecotourism Master Plan.
- 4. COMMERCE'S RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.
- 5. DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. Current City Profile Report, State of the City Report and First Community Conversation; Grantee shall, in accordance with Section 3.A. of this Scope of Work. Deliverable due date: March 29, 2024	Completion of Deliverable 1 as evidenced by submission of all of the following: • Current City Profile Report. • Copy of the community survey. • State of the City Report. • Copy of the advertisements, agenda, sign-in sheets, presentation materials, and photographs (if any) for the first community conversation. • Written summary of the first community conversation.	\$ 20,000.00	As provided in Section 12 of this Scope of Work, below.

	Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.		
Deliverable 2. SOAR Analysis, Asset Mapping, 5-Year Strategic Plan, and Second Community Conversation; Grantee shall, in accordance with Section 3.B. of this Scope of Work. Deliverable due date: April 29, 2024	Completion of Deliverable 2 as evidenced by submission of all of the following: • Report summarizing the findings of the SOAR Analysis. • Report summarizing the findings of the Asset Mapping exercise. • 5-Year Strategic Plan. • Copy of the advertisements, agenda, sign-in sheets, presentation materials, and photographs (if any) for the second community conversation. • Written summary of the second community conversation. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	\$ 32,000.00	
Deliverable 3. Action Oriented Economic Development and Resiliency Strategy, Ecotourism Master Plan, Third Community	Completion of Deliverable 3 as evidenced by submission of all of the following:	\$ 43,524.50	

<i>Conversation, Draft update to the City of South Bay Comprehensive Plan Recreation and Open Space Element. and Final Report;</i> Grantee shall, in accordance with Section 3.C. of this Scope of Work. Deliverable due date: May 31, 2024	• Action Oriented Economic Development and Resiliency Strategy. • Ecotourism Master Plan. • Draft update to the City of South Bay Comprehensive Plan Recreation and Open Space Element. • Copy of the advertisements, agenda, sign-in sheets, presentation materials, and photographs (if any) for the third community conversation. • Written summary of the third community conversation. • Final Report summarizing the three community conversations. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Total Amount Not to Exceed \$95,524.50			

6. Reporting.

6.1 Close-out Report. No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

7. SUBCONTRACTS. In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract(s) shall be provided to Commerce's Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the

hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

8. DELIVERABLE DUE DATE. The “deliverable due date” is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 13 of this Scope of Work.

9. BUSINESS DAY; COMPUTATION OF TIME. For the purpose of this Agreement, a “business day” is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

10. COST SHIFTING. The deliverable amounts specified within the Deliverables section above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

11. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S., Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

11.1 Grantee shall provide an invoice upon completion of each deliverable. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee’s expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee’s submission of each invoice package is Grantee’s certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures, available at: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2). Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce’s option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce’s sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

11.2 Invoices must contain the Grantee’s name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

11.2.1 A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period.

11.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

11.2.3 Travel documentation in accordance with s. 112.061, F.S., with a completed State of Florida Travel Reimbursement Form, available at: [dfs-aa-15voucherforreimbursement.xlsx \(live.com\)](#)

11.2.4 A copy of all supporting documentation for vendor payments;

11.2.5 A copy of the cancelled check(s) specific to the project; and

11.2.6 A copy of the bank statement that includes the cancelled check.

11.3 The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

11.4 All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

11.5 If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

11.5.1 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

11.5.2 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

11.6 Grantee's invoice and all documentation necessary to support payment requests may be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, will be provided upon execution of the Agreement. SERA Access Authorization Form will be provided after the execution of this Agreement.

11.7 Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

12. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.

Grantee shall submit all deliverables to Commerce's Agreement Manager. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute

discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

13. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:

13.1 Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:

13.1.1 Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.

13.1.2 Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.

13.2 Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

14. PRELIMINARY DRAFT DELIVERABLES; Commerce REVIEW AND COMMENT. Unless preliminary draft deliverables are required under Sections 2 or 4 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., proposed plan amendments, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable is required under Sections 2 or 4 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may

authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

15.1 Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than four (4) business days before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);

15.2 A request for extension from Grantee's Agreement Manager must state the reason for the extension; and

15.3 Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Competitive Florida Partnership Grant from Commerce for the work described in this Scope of Work.

17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

18. NON-DISCRIMINATION. Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

19. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:

19.1 Stop work under this Agreement on the date and to the extent specified in the notice;

19.2 Complete performance of such part of the work as shall not have been terminated by Commerce;

19.3 Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and

19.4 Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

20. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1A
GRANT AGREEMENT FINAL CLOSEOUT FORM

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Commerce. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

• There was no recipient income earned under this contract. • The following recipient income was earned under this contract.			
Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

Section C: Property Inventory Certification

• No tangible property was purchased in the contract period. • All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Florida Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

Section E: Commerce Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

Attachment 2**AUDIT REQUIREMENTS**

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.1.

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

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial

assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

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

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

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

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

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

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

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

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

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

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

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
 Florida Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL. 32399-4126

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

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

EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$95,524.50**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____ Yes ____ No

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

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

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

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

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

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

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. Part 200, Subpart F, as revised.

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

Signature of Authorized Representative_____
Date_____
Printed Name of Authorized Representative_____
Title of Authorized Representative

ATTACHMENT 4**15 Ways to Make Florida Communities More Competitive**

The Competitive Florida Partnership advocates for a holistic approach to job creation that goes beyond recruitment of new businesses and industries. For this reason, the components listed below should be considered when determining what to include in your economic development vision and strategy.

There are many actions a community can take to attract new industry and keep the industries they currently have, while working to build partnerships and encourage innovative community design. For further guidance, tips and tools on each of the topics listed below, please visit the Competitive Florida website.

Take a Whole Community Approach to Planning and Implementation.

Arguably one of the most important aspects of community development and increasing competitiveness is having a long-term vision that lays out future development priorities and actions with which to plan for improved economic development. In addition, it is vital for a community to develop or participate in a countywide economic development organization that serves as the lead agency for coordinating future projects in the community's surrounding area. Commerce recommends that the community view their local comprehensive plan as a tool for promoting economic development.

Work to Retain Current Businesses and Support their Expansion.

Historically, up to 80 percent of net new job growth comes from the expansion and enhancement of existing businesses. For this reason, it is important that communities support existing businesses and give them the tools they need to grow their businesses and explore new opportunities.

Attract New Businesses and Industries.

A new business or industry in a community can not only increase the number of jobs, but can also work to diversify the economy. A diverse economy is more resilient to the ups and downs experienced by all communities.

Build Human Capacity and Develop the Workforce.

It's important to ensure that those in need of jobs are ready to enter the workforce. Programs that work towards building human capacity can help to reduce unemployment rates by increasing the skills of the labor pool and take steps to end the cycle of multi-generational poverty.

Encourage Innovation and Entrepreneurship.

When developing strategies for economic development, communities may overlook one of the most important community assets: local entrepreneurs. There is evidence that small businesses generate 75 percent of the net new job growth in the United States. Communities that foster the growth of these individuals and encourage innovation are likely to be more competitive. In fact, communities are unlikely to capture the "big fish," a major industrial facility, unless their local entrepreneurs are succeeding.

Create and Preserve Sense of Place and Important Resources.

The local economy in Florida communities is often driven and supported by natural, cultural, and historical resources that make it a unique place. It's important to prioritize and preserve these local assets to ensure they continue to add value to the community.

Build Community Leadership.

Successful communities are built by passionate leaders who love their hometown and want to see amazing things happen. Communities can do things to support these champions and foster the development of new local leadership along the way.

Improve Resiliency to Disasters.

Coastal storms and other hazards are part of the way of life in Florida. By taking steps to increase disaster resiliency, communities can ensure that local government services, businesses, and the overall economy can rebound quickly and efficiently after a disaster. Promoting hazard mitigation techniques to residents and business owners can also decrease the amount of damage to structures and impact to the local economy caused by future disasters.

Provide Quality Education.

Our schools are training the next generation of members of the local workforce. Excellent K-12 and post-secondary educational opportunities help improve the ability of future generations to enhance the local economy. In addition, they act as an attractive feature for businesses looking for a new location.

Support Neighborhood District Revitalization.

Safe neighborhoods where people can live, shop, work, and play are an important feature to any community wishing to lure in new opportunities. Supporting neighborhood district revitalization draws upon the understanding that efforts led by the community members themselves result in great places that are self-sustained due to community leadership having a stake in the outcome.

Encourage Commercial District Revitalization.

Commercial district revitalization efforts can breathe life into downtown corridors that may otherwise be suffering. In communities with declining downtown or commercial centers, visioning efforts driven by community and business leaders can help a community retain current businesses and attract new opportunities to important town centers.

Increase the Availability of Affordable Housing for the Workforce.

The availability of housing that is priced appropriately for the industries a community is trying to attract or retain is key element of enhancing the ability of a community to grow its economy. Communities should explore grant opportunities and planning strategies that promote affordable housing for the workforce.

Provide and Promote Recreational Opportunities.

Communities should prioritize quality of life factors that make it an attractive place to live, work, and play. Recreational opportunities are not only essential for the promotion of a destination community, but also provide a competitive advantage when trying to attract new businesses and industries.

Ensure the Availability of Quality Healthcare Facilities.

Access to quality healthcare facilities is vital to community growth. Infrastructure such as hospitals, senior care and specialized medical practices can help support a growing population of employees.

Furthermore, these facilities are essential for part-time residents wishing to locate to your community. Programs that promote opportunities to age-in-place also encourage lifelong commitments to an area.

Promote Sustainable Building and Economic Development Practices.

Economic development and community planning practices should think ahead to consider future vulnerabilities and take into consideration practices to reduce energy consumption and promote adaptation to changing climates through the promotion of green building and other sustainable practices.

RESOLUTION 18-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA RATIFYING THE CITY MANAGER'S SUBMISSION OF A FLORIDA DEPARTMENT OF TRANSPORTATION RURAL ROADWAY ASSISTANCE CONSOLIDATED FUNDING GRANT APPLICATION FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (Department) has announced that Nine Million Dollars (\$9,000,000.00) in Small County Outreach Program (SCOP) funding is available to municipalities and communities in Rural Areas of Opportunity, designated under Section 288.0656(7)(a), Florida Statutes (F.S.), for projects that meet the requirements of Section 339.2818(7), F.S.; and

WHEREAS, the City of South Bay ("City") desires to submit a Florida Department of Transportation Rural Roadway Assistance Consolidated Funding Application in the amount of One Million Seven Hundred Twenty-Nine Thousand Two Hundred Thirty-Eight Dollars and 35/100 (\$1,729,238.35) for the reconstruction of SW 11th Avenue from Virginia Lane to Martin Luther King Jr. Blvd; and

WHEREAS, if awarded, the grant will support the design, reconstruction, and Construction Engineering and Inspection (CEI) services of SW 11th Avenue; and

WHEREAS, pursuant to FDOT guidelines, matching funds are not required but preference is given to applications showing cash matching funds; and

WHEREAS, the City will be providing cash matching funds in the amount of Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, the City Manager was required to submit the FDOT Rural Roadway Assistance Consolidated Funding ("Grant") application prior to the regularly scheduled commission meeting of March 15, 2024 and is therefore requesting ratification; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to ratify the submission of the Grant application; and

WHEREAS, the City Commission finds that ratification of the submission of the Florida Department of Transportation Rural Roadway Assistance Consolidated Funding Application 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, AS FOLLOWS:

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby ratifies the City Manager’s submission of a Florida Department of Transportation Rural Roadway Assistance Consolidated Funding Application, attached hereto as Exhibit “A.” The City Manager is further authorized to 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 2nd day of April 2024.

Joe Kyles, Mayor

ATTEST:

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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



FDOT – FLORIDA DEPARTMENT OF TRANSPORTATION

SMALL COUNTY OUTREACH PROGRAM (SCOP)
SPECIFIC APPROPRIATION FOR RURAL AREAS OPPORTUNITY
SCOP MUNICIPAL APPLICATION

2026

CONTACT:

Leondrae D. Camel, City Manager
561-996-6751
camell@southbaycity.com
335 SW 2ND Avenue
South Bay, Florida 33493

MUNICIPALITY

City of South Bay

DESCRIPTION OF PROJECT

Understanding of the Scope

To achieve the values and goals of the Department, the City of South Bay has assembled a highly qualified team of experienced professionals who will successfully complete this project. The City will coordinate all aspects of construction along with a qualified engineering firm and the Palm Beach County Metropolitan Planning Organization (PBCMPO).

As shown in the location map, the scope of work for this project involves the reconstruction of SW 11th Ave from the south terminus to PALM BEACH RD an MPO-recognized evacuation route.

The project will require complete clearing and grubbing, regular excavation, concrete curb and gutter, and concrete sidewalks for the safe route to school and evacuation route. The project also includes improved outfalls and sidewalks. The typical section to be utilized for the majority of this arterial section will include two 13.25' lanes along SW 11th Avenue and sidewalks; an additional two 11' lane sidewalks in each direction along with 2' widening on each side of the roadway.

Upon completion of this improved evacuation roadway project, the local citizens and taxpayers will benefit from a newly aligned

corridor which will make it a safer route within the community, aid in the reduction of public safety response time, and enhance the City's redevelopment efforts.

PROPOSED QUALITY REVIEW SCHEDULE & MANAGEMENT

Project Schedule

The City of South Bay is dedicated and committed at all levels of our organization to meet the goals of completing this project in a timely and effective manner. The City and Palm Beach County will effectively manage project schedules, timely analysis of potential delay impacts, and thorough documentation and presentation of factual details will significantly contribute to the resolution of complex issues in advance of this project. The schedules will be closely checked and we will verify that the progress of critical activities is being made and that changes in logic sequence are verified and accepted.

Described below is the anticipated start date and project duration for the Resurfacing and Construction project:

Within THIRTY (30) days after the Notice-To-Proceed, and prior to the CITY beginning work, the CITY shall provide a detailed project activity/event schedule for DEPARTMENT and CITY scheduled activities required to meet the current DEPARTMENT Bid Date (TBD). The schedule shall be based upon standard industry design schedules for municipal work and will include at a minimum permitting, pavement design approval, and 2 review submittals before FINAL plans submittal. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. For the purpose of scheduling, the CITY shall allow for a 2-week review time for each phase review and other submittals as appropriate.



FDOT – FLORIDA DEPARTMENT OF TRANSPORTATION

SMALL COUNTY OUTREACH PROGRAM (SCOP)
SPECIFIC APPROPRIATION FOR RURAL AREAS OPPORTUNITY
SCOP MUNICIPAL APPLICATION

2026

The schedule shall indicate all required submittals.

All fees and price proposals are to be based on the negotiated schedule of TBD months for final plans production. However, the contract deadline is TBD months from the Notice to Proceed.

Periodically, throughout the life of the project, the schedule and curves shall be reviewed and, with the approval of the DEPARTMENT, adjusted as necessary to incorporate changes in the work concept and progress to date.

The approved schedule and schedule status report, along with progress and payout curves, shall be submitted with the monthly progress report.

To help develop our staff estimate for this project, we reviewed the construction work activities and their relationships with one another. The project may be delayed if Palm Beach County Water Utilities Division activities change during the phase of this project.

FISCAL ADMINISTRATION

Financial Responsibility

Payment for the work accomplished will be in accordance with the Method of Compensation of this contract. Invoices shall be submitted to the DEPARTMENT, in a format prescribed by the DEPARTMENT. The DEPARTMENT Project Manager and the CITY/COUNTY shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the DEPARTMENT.

The CITY/COUNTY will provide a list of key events and the associated total percentage of work considered to be completed at each event. This list will be used to control invoicing.

Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the DEPARTMENT.

Leondrae D. Camel, City Manager

SUMMARY

Staying on or ahead of schedule, creating and executing safe MOT procedures, producing a quality project that meets all the contract document requirements, keeping the motoring public and members of the community well informed throughout this project, and minimizing the impacts on motorists and property owners will be essential to the success of this project. The team assembled is well-trained and experienced in dealing with all of these elements. The City is firmly committed to applying our best management practices to every aspect of this important project and will support this commitment with a comprehensive, proven quality assurance system.

ENGINEERS COST ESTIMATE for Roadway Projects

Project Name: SW 11th Avenue from MLK Blvd to Terminus Road Reconstruction

11th Avenue and Terminus Road. Palm Beach County Water Utilities have expressed interest in participating by funding the replacement of existing with new water distribution and sewer collection system.

Date: 3/15/2024

Identify Proprietary Items if applicable

Pay Item Number*	Pay Item Description*	Quantity	Unit	Engineer's Unit Cost	Total Engineer's Cost
Roadway					
101-1	MOBILIZATION	1	LS	##	\$75,000.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$60,000	\$60,000.00
104-10-3	SEDIMENT BARRIER	2620	LF	\$3.00	\$7,860.00
107-1	LITTER REMOVAL	1.47	AC	\$1,650.00	\$2,425.50
0.33	MOWING	0.47	AC	\$500.00	\$235.00
110-1-1	CLEARING AND GRUBBING	1.00	LS	##	\$75,000.00
110-7-1	MAILBOX, F&I SINGLE	39	EA	\$270.00	\$10,530.00
120-6	EMBANKMENT	0	CY	\$ 13.00	\$0.00
145-2	GEOSYNTHETIC REINFORCED FOUNDATION OVER SOFT SOIL	0	SY	\$ 7.00	\$0.00
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	952	SY	\$12.00	\$11,424.00
285-70-9	OPTIONAL BASE GROUP 09	4376	SY	\$25.00	\$109,400.00
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	409	TN	\$180.00	\$73,620.00
425-4	INLET, ADJUST	8	EA	\$1,200.00	\$9,600.00
425-6	WATER VALVE, ADJUST	6	EA	\$400.00	\$2,400.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	2516	LF	\$30.00	\$75,480.00
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	1672	SY	\$57.25	\$95,722.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	800	SY	\$69.50	\$55,600.00
527-2	DETECTABLE WARNINGS	192	SF	\$45.00	\$8,640.00
550-10-110	FENCING, TYPE A, 0.0-5.0', STANDARD	1000	LF	\$75.00	\$75,000.00
570-1-2	PERFORMANCE TURF, SOD	900	SY	\$7.00	\$6,300.00
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	24	EA	\$ 486.72	\$11,681.28
700-1-60	SINGLE POST SIGN, REMOVE	4	EA	\$ 89.99	\$359.96
710-90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE AND RPM	32	LS	\$ 8,500.00	\$272,000.00
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	80	LF	\$ 2.00	\$160.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	70	LF	\$ 4.00	\$280.00
711-15-101	THERMOPLASTIC, STANDARD-OP, WHITE, SOLID, 6"	0.076	GM	\$ 5,181.00	\$393.76
711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	0.047	GM	\$5,940.00	\$279.18
					\$ -
					\$ -
Subtotal					\$ 1,039,390.68
25% Contingency					\$ 259,847.67
Utility Work Estimated Cost**					

New Water and Sewer Pipelines funded by Palm Beach County Water Utilities who will provide design plans to be added to the road bid set and the construction funded under separate agreement with City. PBU have expressed interest in replacing water and sewer pipelines during the road construction - not finalized yet.

Total Cost of FDOT Non-Participating Items** \$ 200,000.00

Design Estimated Cost \$ 140,000.00

CEI Estimated Cost \$ 90,000.00

TOTAL PROJECT COST \$ 1,729,238.35

\$200,000.00

Definitions

CEI - Construction Engineering and Inspection

Total Project Cost - Total cost of project

FDOT Non-Participating - Local funds not reimbursable

Non-participating items:

**Florida Statutes prohibit certain work types for funding opportunities, including capacity and pedestrian improvements.

For example, installation of sidewalks would require an alternate fund source.

**Utility work--this includes, but is not limited to: valve adjustments, utility relocations, FPL power pole relocations, AT&T directional bore, etc...

RESOLUTION NO. 19-2024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING CITY MANAGER TO EXECUTE AN AGREEMENT AS AN EMERGENCY PURCHASE BETWEEN ENSAFE INC. AND THE CITY OF SOUTH BAY FOR GRANT WRITING SERVICES AND SUPPORT PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay ("City") has determined that the City needs immediate proposal support for a grant application submission on an emergency basis; and

WHEREAS, the City desires to pursue the current round of funding for the U.S. EPA Track I Environmental and Climate Justice Community Change Grant program prior to the deadline of November 21, 2024; and

WHEREAS, the City has received a proposal from EnSafe Inc. for the provision of grant writing and support services for the U.S. EPA Track I Environmental and Climate Justice Community Change Grant application process in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00); and

WHEREAS, an emergency purchase may be made at any time pursuant to Section 2-261 of the South Bay Code of Ordinances without public notice, to meet a pressing need for the protection of the public health, safety or welfare; and

WHEREAS, the City Commission for the City of South Bay finds that the execution of an emergency purchase agreement with EnSafe Inc. for the provision of grant writing services and support is in the best interests of the residents of the City.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of South Bay hereby authorizes the City Manager to execute the Agreement between EnSafe Inc. and the City of South Bay for a grant writing and support

services consistent with the proposal attached hereto as Exhibit "A." The City Manager is further authorized to take all necessary and expedient action to carry out the aims of this Resolution.

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

PASSED and **ADOPTED** this 2nd day of April 2024.

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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2024, between:

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

and

ENSAFE INC.
a company, authorized to do business in the State of Florida,
hereinafter "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

- 1.1 CITY is in immediate need of grant writing services and support for the submission of a U.S. EPA Track I Environmental and Climate Justice Community Change Grant application.
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 The City Commission of the City of South Bay authorizes the appropriate CITY officials to enter into an agreement with CONTRACTOR to render services related to the statement of work attached hereto as Exhibit "A" and set forth herein.

ARTICLE 2 STATEMENT OF WORK

- 2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in its Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

2.2 CONTRACTOR shall abide by all specifications outlined in its Proposal.

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

2.3 CONTRACTOR assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work upon the execution of this Agreement, which shall constitute the effective date.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its Invoice of Twelve Thousand Five Hundred Dollars (\$12,500.00). Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Proposal made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "A" attached hereto.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

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

A. Disbursements. There are no reimbursable expenses associated with this Agreement.

B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice

will be sent to the City's Finance Department for payment.

C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.

D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state the "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 Payment by the City of CONTRACTOR's final invoice and CONTRACTOR'S acceptance of the final payment shall consist CONTRACTOR's waiver of all claims against the City related to or arising out of this Agreement.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

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

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

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

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

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

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

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

ARTICLE 7 CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees,

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

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

ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9 PERFORMANCE BOND

9.1 The performance bond required for this contract shall be ____0____ Dollars.

ARTICLE 10 CHANGES TO STATEMENT OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Statement of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this

Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11 TERM AND TERMINATION

11.1 This Agreement shall commence upon the effective date stated, and shall remain in effect for until the time set forth herein.

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

11.3 The parties contemplate that the Agreement will be for a period of six (6) month term, with one (1) six (6) month renewable term as may be agreed to by the parties.

ARTICLE 12 CONTRACT DOCUMENTS

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

ARTICLE 13 MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing

same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

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

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CH, 119, F.S. TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS AT:** (561) 996-6751, City Clerk, 335 SW 2nd Avenue, South Bay, FL 33493; sbcityclerk@southbaycity.com.

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

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

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

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

Copy To: Burnadette Norris-Weeks, City Attorney
 Burnadette Norris-Weeks, P.A.
 401 North Avenue of the Arts (NW 7th Avenue)
 Fort Lauderdale, Florida 33311

CONTRACTOR: Michael A. Wood, Chairman of the Board
 EnSafe Inc.
 5724 Summer Trees Drive
 Memphis, TN 38134

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

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

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

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

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

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

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

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

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

13.16 E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

13.17 Scrutinized Companies. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of

Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.

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

CITY OF SOUTH BAY

ATTEST:

Vicenta Del Bosquez, City Clerk

BY: _____
Leondrae Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

WITNESSES:

CONTRACTOR

BY: _____
Michael A. Wood, Chairman of the Board
EnSafe Inc.

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT “A” (STATEMENT OF WORK)

March 12, 2024

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

via email: camell@southbaycity.com

**Re: United States Environmental Protection Agency
Environmental and Climate Justice Community Change Grant Program Track I
Grant Writing Services and Support Proposal**

Dear Mr. Camel:

EnSafe Inc. is pleased to provide this proposal to support the City of South Bay's (City) and a select Community Based Organization (CBO) with the United States Environmental Protection Agency (U.S. EPA) Environmental and Climate Justice Community Change Grant Program (Grant) application process

It is our understanding that the City would like to pursue the current round of funding for this Grant prior to the deadline of November 21, 2024. Due to the complexity of this Grant opportunity, EnSafe highly recommends reviewing the full Notice of Funding Availability (NOFA) found at <https://www.epa.gov/system/files/documents/2024-02/community-change-grants-modified-nofo-2.12.24.pdf>.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY COMMUNITY CHANGE GRANT TRACK I
BACKGROUND AND ELIGIBILITY CRITERIA**

The following is a summary of NOFA and other information provided by the U.S. EPA Community Change Grant.

Track I Community Change Grant Background: Track I is the primary emphasis for the Community Change Grants. A Track I project will be implemented through strong collaborations to achieve sustained impacts related to climate resilience, pollution reduction, community health, economic prosperity, and community strength. This approach catalyzes change by focusing on the following objectives:

- Increase community resilience through climate action activities
- Reduce local pollution to improve public health
- Center meaningful community engagement
- Build community strength
- Reach priority populations
- Maximize integration across projects

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Eligibility Criteria: The eligible entities identified in the NOFA funding opportunity include the following:

- A partnership between two community-based non-profit organizations (CBOs)*.
- A partnership between a CBO and one of the following:
 - a Federally Recognized Tribe
 - a local government
 - an institution of higher education

***Community Based Organization** — must meet the definition of “nonprofit organization” demonstrating that they are a 501(c)(3) nonprofit organization as designated by the Internal Revenue Service or are recognized as a nonprofit organization by the state, territory, commonwealth, tribe, or other governmental entity within which they are located.

Track I Applications Eligible Activities: include Community-Driven Investments for Change will focus on multifaceted applications with Climate Action and Pollution Reduction Strategies to meaningfully improve the environmental, climate, and resilience conditions affecting disadvantaged communities.

ENVIRONMENTAL AND CLIMATE JUSTICE TRACK I COMMUNITY CHANGE GRANT APPLICATION REQUIREMENTS

Track I applications **must address the following six requirements**, as further described in the NOFA for this grant opportunity. These requirements include:

Requirement 1 — Climate Action Strategy

Applications must include **at least one** project aligned with at least one of the Climate Action Strategies as described below:

- Strategy 1: Green Infrastructure and Nature-Based Solutions
- Strategy 2: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience
- Strategy 3: Energy-Efficient, Healthy, and Resilient Housing and Buildings
- Strategy 4: Microgrid Installation for Community Energy Resilience
- Strategy 5: Community Resilience Hubs
- Strategy 6: Brownfield Redevelopment for Emissions Reduction and Climate Resilience
- Strategy 7: Waste Reduction and Management to Support a Circular Economy
- Strategy 8: Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants

Requirement 2 — Pollution Reduction Strategies

Applications must include **at least one** project aligned with at least one of the Pollution Reduction Strategies identified below:

- Strategy 1: Indoor Air Quality and Community Health Improvements
- Strategy 2: Outdoor Air Quality and Community Health Improvements
- Strategy 3: Clean Water Infrastructure to Reduce Pollution Exposure and Increase Overall System Resilience
- Strategy 4: Safe Management and Disposal of Solid and Hazardous Waste

Requirement 3 — Community Engagement and Collaborative Governance Plan

Track I applications must include a Community Engagement and Collaborative Governance Plan as further described in the NOFA for this funding opportunity.

Requirement 4 — Community Strength Plan

Track I applications must include a Community Strength Plan as further described in the NOFA for this funding opportunity.

Requirement 5 — Readiness Approach

Given the statutory requirement that all Community Change Grants must be completed within 3 years.

Requirement 6 — Compliance Plan

Applicants must submit a Compliance Plan that describes how they will ensure compliance with the grant's terms and conditions as further described in the NOFA for this funding opportunity.

Funding Levels

Approximately \$2 billion in funding will be awarded under the Community Change Grants program. U.S. EPA is expected to award approximately \$1.96 billion for 150 projects for \$10-20 million each for Track I, Community-Driven Investments for Change Grant.

Deadline

Deadline to apply is a rolling application through November 21, 2024.

Performance Period

Awards under the Community Change Grants are limited by statute to 3 years in duration. Therefore, Community Change Grants proposals **must be designed to be performed and completed within 3 years from award date**. No project extensions will be considered or granted beyond the 3-year time limit due to statutory requirements.

PROPOSED SCOPE OF SERVICES

EnSafe will work with the City of South Bay, your selected CBO, and our sub-consultant, Ms. Molly Singer of Dexterity Management, to develop a U.S. EPA Environmental and Climate Justice Community Change Grant Coalition Grant Application in accordance with the NOFA for this opportunity located at <https://www.epa.gov/system/files/documents/2024-02/community-change-grants-modified-nofo-2.12.24.pdf>.

Activities to be completed under this Scope include:

- Development of Grant Narrative
- Drafting the following Attachments for City review and finalization
 - Attachment E: Community Engagement and Collaborative Governance Plan
 - Attachment F: Community Strength Plan
 - Attachment G: Readiness Approach Information
 - Attachment H: Compliance Plan
 - Draft letters of support from partner organizations

EnSafe encourages the City to apply and take full advantage of U.S. EPA Community Change Grant Technical assistance offered through U.S. EPA contractors for this funding opportunity. Technical assistance can be applied for at <https://www.epa.gov/inflation-reduction-act/community-change-grants-technical-assistance#RequestTA>.

ASSUMPTIONS

The Client agrees to provide the Consultant with all requested supportive documentation and/or other assistance in a timely manner to ensure the Consultant's ability to adhere to the specified grant submission schedule. Client input is necessary for the success of any grant and will be required for the delivery of a complete application. EnSafe requires one point-of-contact to coordinate with the Grant Applicant. EnSafe does not guarantee or warrant that the application will be selected for funding.

The following are additional assumptions and conditions of the project.

- City of South Bay is responsible for all grants.gov and sam.gov registration, submission, and authorizing documents.
- City of South Bay is responsible for distributing and collecting letters of support and other partnership documents.
- City of South Bay is responsible for assembling the budget (but it is not scored)
- This proposal does **not** include any aspects of Phase II of the proposal process, which is an oral presentation.

A timetable will be provided to the City of South Bay listing required milestones for the grant — provision of information, reviews, and submission. The City of South Bay will need to adhere to the schedule to have a competitive application. We anticipate completion of the Grant Application within 90 days of authorization to proceed and subsequent grant kick-off meeting.

NON-SCOPE CONSIDERATIONS

The Scope of Services does not include any environmental assessment and or remediation activities. EnSafe can provide separate scopes for any additional activities that may be desired. Any additional unforeseen requirements in future modifications to the NOFA for this opportunity may result in



out-of-scope activities; however, that is not anticipated at this time. Any grant implementation activities for successful grant applicants are not included in this Scope of Services.

DOCUMENT DELIVERABLE AND COST

To have adequate time to prepare a quality grant application, preliminary grant services would need to commence no later than August 20, 2024, to allow time for adequate grant research necessary for potentially successful grant applications to be submitted by the November 21, 2024 deadline. EnSafe recommends submitting the grant as soon as possible, as there is no way of knowing when grant funding will be exhausted.

The cost is **\$12,500** per U.S. EPA Track I Environmental and Climate Justice Community Change Grant.

EnSafe will not incur additional costs without your prior approval. The terms under which EnSafe's services are provided will be in accordance with EnSafe's Terms and Conditions (Attachment A). The Terms and Conditions and this proposal constitute the Scope for Brownfields Grant Writing Services. If this proposal meets with your approval, please return a signed copy of the Proposal Acceptance Statement found on the following page to mballogg@ensafe.com. Requested services not described herein will be provided on a time-and-materials basis in accordance with the attached Professional Fee Schedule (Attachment B).

We look forward to collaborating with you, your partners, and stakeholders to apply for this critically needed funding. If you have any questions, please contact me at 727-423-1587.

Respectfully submitted,

EnSafe Inc.



By: Miles G. Ballogg
National Brownfields Practice Leader



Daryl P. Hernandez, PE
Vice President of Technical Services

Attachments:

- Attachment A — EnSafe Terms and Conditions dated v.07.2022
- Attachment B — EnSafe 2024 Professional Fee Schedule

PROPOSAL ACCEPTANCE STATEMENT

EnSafe Inc.'s proposal to provide United States Environmental Protection Agency Environmental and Climate Justice Community Change Grant Program Track I services to the City of South Bay, dated March 12, 2024, is hereby accepted on behalf of City of South Bay:

Signature

Date

Name: _____

Title: _____



Attachment A
EnSafe Terms and Conditions
dated v.07.2022

ENSAFE INC.
TERMS AND CONDITIONS

Services furnished by EnSafe Inc. and its affiliate companies shall be subject to the terms and conditions set forth below, which are a part of the Agreement between Consultant and Client. Additional terms and conditions may apply, depending upon the nature of the services being furnished and the associated risks.

1. Definitions.

- a. Agreement — the contract between Client and Consultant, including all attachments, appendices, addenda, exhibits and any documents incorporated by reference.
- b. Claim — the term “any claim” as used in the Agreement means, “Any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.”
- c. Client — the Party procuring the services of EnSafe Inc.
- d. Consultant — EnSafe Inc., including its branch offices, subsidiaries and affiliates, and all officers and employees thereof.
- e. Firm Fixed Price (FFP) — agreement in which payments are based on a lump-sum amount which includes all costs for labor, overhead, subcontracts, equipment, materials, travel expenses, general & administrative costs, and profit.
- f. Time and Materials (T&M) — agreement in which payments for time are based on actual labor hours at fixed hourly rates and payments for materials (including subcontracts, equipment, supplies, travel and other expenses) are based on actual cost, plus a predetermined mark-up for general and administrative expenses.

2. Billing and Payment.

Client recognizes that timely payment of Consultant's invoices is a material part of the consideration Consultant requires to perform the services indicated in this Agreement. Client will pay Consultant for professional and related services satisfactorily rendered under this Agreement in accordance with the rates, charges and reimbursement terms set forth in the EnSafe Inc. Fee Schedule. Consultant shall be permitted to revise its Fee Schedule no more than once annually, by submitting a copy of the revised Fee Schedule to Client thirty (30) days prior to its effective date. The revised Fee Schedule shall apply only to services performed after the effective date. Routine invoices will be submitted by Consultant on a monthly basis and shall be due and payable within thirty (30) calendar days after invoice date. Invoices shall identify costs by Project in sufficient detail for Client to understand

the type of work performed and type of costs being billed. If Client objects to any portion of an invoice, Client shall notify Consultant within five (5) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Client shall pay an additional charge of one-and-one-half (1½) % of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any disputed portion of the invoiced amount that has been resolved in favor of Client. Payment of any past due invoices shall be applied first to accrued interest and then to the unpaid principal amount. Payment of invoices are not subject to unilateral discounting or set-offs by Client.

3. Changes.

Client shall rely on Consultant's professional judgment in establishing the scope of work (SOW) and estimating costs for services performed under the Agreement. Client also shall rely on Consultant's professional judgment in evaluating the continued adequacy of SOWs for Projects conducted under the Agreement, in light of occurrences or discoveries originally unknown to Consultant. Should Consultant seek renegotiation of a Project, Consultant shall identify the changed conditions that make such renegotiation necessary, and Consultant and Client shall promptly and in good faith enter into the renegotiation process for a period of not more than ten (10) business days, unless mutually agreed to extend by the Parties. If agreement cannot be reached, Client or Consultant may terminate the Project without penalty, as set forth in “Termination” provision below.

4. Collection.

Should the Client's account be referred by Consultant to an attorney or collection agency for collection, then Client shall pay all of Consultant's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Notwithstanding the above and other terms provided herein, Consultant may institute proceedings to collect payment in any court of competent jurisdiction in the United States.

5. Confidentiality.

In connection with this Agreement, the Parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing Party (“Confidential Information”). As used herein, the term “Confidential Information” shall mean all business, technical, or scientific data and information, in any form, not previously

known to or generated by the receiving Party that is of a confidential or competitively-sensitive nature, or information that is marked "Confidential" by the disclosing Party. Without limitation, and by way of example only, Confidential Information shall include software, systems, processes, designs, plans, engineering files, price information, business plans, business methods, financial data, and any other competitively-sensitive information or data belonging to the disclosing Party. Each Party shall secure and maintain the Confidential Information of the other Party in strictest confidence, and shall not disclose or make available to others the Confidential Information of the other Party without the express written consent, in advance, of that Party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving Party; (b) was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the receiving Party by a third Party without restriction on disclosure; (d) is independently developed by the receiving Party; or (e) is disclosed by operation of law. This provision shall not be interpreted in any way to restrict a Party from complying with a legally enforceable order to provide such information or data, provided that notice of such obligation is promptly given, in advance, to the other Party to the extent practicable. Client agrees that Consultant may use and publish Client's name and a general description of services rendered pursuant to this Agreement for purposes of describing Consultant's experience and qualifications to others.

6. *Delays.*

In the event that Consultant's services are interrupted by circumstances beyond Consultant's control, Client shall compensate Consultant for the labor, equipment, and other costs Consultant incurs in order to maintain continuity of Consultant's project team for Client's benefit during the interruption. Alternatively, and at Client's option, Client shall compensate Consultant for the various costs Consultant incurs for demobilization and subsequent remobilization. Consultant's compensation shall be based upon Consultant's prevailing fee schedule and expense reimbursement policy. Except for the foregoing provision, neither Party shall hold the other responsible for damages or performance delays caused by circumstances beyond such Party's control, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; illness; disease; virus; epidemic; pandemic (including but not limited to the COVID-19 pandemic or any other national or global outbreak of communicable illness or infection); wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability

(despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government – ('Force Majeure'). Should such circumstances transpire, Client and Consultant shall use reasonable efforts to overcome the resulting difficulties and resume conduct of the services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days during any six (6) month period shall permit either Party to terminate this Agreement at that Party's sole option or permit the Parties to renegotiate its terms by mutual written consent, subject to the foregoing provisions regarding compensation of Consultant.

7. *Diminution of Value.*

Client agrees and acknowledges that Consultant's opinion of certain conditions evaluated as part of the services furnished hereunder may result in diminution of the value of the subject property and/or one in close proximity thereto. In order to establish an atmosphere in which Consultant feels free to report opinions, recommendations for remedial measures, et al. without fear of reprisal, Client shall, to the fullest extent permitted by law, waive any claim against Consultant and indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising from the theory that Consultant's findings, conclusions, opinions, recommendations, plans or specifications diminished the value of a property. Client agrees to compensate Consultant for any time spent or expenses incurred in defense of any such claim.

8. *Dispute Resolution.*

All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof including, but not limited to, disputes arising out of alleged design defects, breaches of contract, torts, errors or omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, acts of professional negligence or other acts giving rise to liability or claims (collectively "disputes") shall be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The claimant shall file notice of demand, in writing, with the other Party and the American Arbitration Association. The award rendered, if any, by the arbitrator(s) shall be final and binding on both Parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The fees of the arbitrator(s) shall be borne by the non-prevailing Party. Notwithstanding any other provisions of this Agreement, in no event shall a demand for arbitration be made more than six (6) months from the date the Party making demand knew or should have known of the dispute or one (1) year from the date of the substantial completion of Consultant's participation in the Project, whichever date shall occur earlier, unless a shorter period shall be imposed by any applicable state statute, in which case such shorter period shall apply. The Parties agree that the sole proper venue for the determination of any litigation arising under this agreement shall be in a court of competent jurisdiction which is located in Shelby County, Tennessee and the Parties hereby

expressly declare that any other venue shall be improper and expressly waive any right to a determination of any such litigation in any other venue, except as allowed in the section entitled Collection.

9. *Entire Agreement.*

This Agreement shall serve as a continuing service agreement which shall apply to all services rendered to Client that fall within the general scope of services described herein. This Agreement and all exhibits, appendices, and attachments, as well as all terms and conditions incorporated by reference, constitute the entire agreement between Client and Consultant, by which all prior understandings and negotiations are superseded and replaced. This Agreement and all exhibits, appendices, and attachments may be amended, supplemented, modified, or canceled only by a duly executed written instrument. Terms and conditions, on Client's internet site or included with a Purchase Order issued by Client, shall be null and void and of no legal effect on Consultant unless agreed upon in writing by both Parties.

10. *Future Laws.*

This Agreement contemplates that future local, state, or federal laws, regulations, orders, limitations, protections, or immunities may be enacted, issued, established, or confirmed after the effective date of this Agreement. Client agrees that any such future law, regulation, order, limitation protection, or immunity is hereby incorporated herein solely for the benefit of Consultant to the maximum extent permitted by law.

11. *Governing Law.*

Unless otherwise provided, the substantive law of the State of Tennessee will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or other claims related to this Agreement.

12. *Indemnification.*

Both Parties shall defend, indemnify, and hold harmless the other Party, its officers, directors, employees, agents and representatives from and against all liabilities, claims, demands, losses, costs, damages, actions, suits, or other proceedings (collectively, "Losses") by whomsoever made arising out of or in connection with such indemnifying Party's performance of work hereunder made or brought against Indemnified Party except to the extent any such Losses are caused by Indemnified Party's negligent, intentional or willful failure to meet the standard of care set forth in Section 23 hereof.

13. *Independent Consultant Status.*

Except as may be otherwise noted herein, Consultant shall serve as Client's independent consultant and shall provide those services indicated herein. Irrespective of any assignment provisions, Consultant may retain subcontractors for services customarily performed by subcontractors and, should Consultant determine it

appropriate or necessary to rely on a subcontractor when it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from Client.

14. *Information Provided by Others.*

Consultant shall indicate to Client the information needed to render the services described herein, and Client shall provide to Consultant as much of such information as is available to Client. Client shall inform Consultant of reports or other materials that relate to Consultant's portion of the work, and Client shall furnish these to Consultant or otherwise provide Consultant access to them in a format acceptable to Consultant, and which Client represents shall contain no errors, omissions, or inaccuracies.

15. *Insurance.*

Consultant shall maintain workers' compensation and employer's liability insurance as required by state law, commercial general liability insurance with a combined single limit of \$2,000,000, automotive liability insurance with a combined single limit of \$1,000,000, umbrella/excess liability (over Consultants commercial general liability and auto liability) with a combined single limit of \$1,000,000, and professional and pollution liability insurance with a combined single limit of \$5,000,000 per claim and aggregate, subject to standard exclusions. Assuming that any noncompulsory coverages and limits now carried by Consultant remain as available and affordable as they are currently, Consultant shall maintain such policies in force for the duration of this Agreement. Consultant shall furnish evidence of such coverage to Client, and shall promptly notify Client of any impending change in coverage. Consultant shall comply with Client's reasonable requests for special endorsements, additional limits, and additional coverages, etc., provided these are available to Consultant and Client remunerates Consultant for the cost thereof. Consultant shall use its reasonable best efforts to ensure that its subcontractors maintain appropriate types and adequate coverages of insurance when performing work on Client's premises.

16. *Limitation of Liability.*

Under no circumstances will Consultant be liable to Client, including but not limited to claim(s) for indemnification under Section 12, for any amount in excess of the total amount of fees paid by Client to Consultant for services performed under this Agreement or \$50,000, whichever is greater. This limitation shall apply to any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fee and expert witness' fees) arising from or related to work performed under this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on all types of legal theories, including but not limited to contract, tort, professional liability, product liability, warranty or otherwise. Client agrees that any claim for damages filed against Consultant, by Client or by any contractor or

subcontractor hired directly or indirectly by Client, will be filed solely against Consultant or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.

17. Location of Work and Right of Entry.

Client shall arrange for Consultant to enter property owned by Client and/or others in order for Consultant to complete Projects.

18. No Third Party Reliance.

This Agreement shall not create any rights or benefits to Parties other than Client or Consultant. Client shall inform Consultant of any specific third Parties or types of third Parties that Client believes may ask to rely on Consultant's instruments of service, and Client shall not under any circumstances permit such reliance except with Consultant's express consent. Consultant may withhold consent in its sole discretion for any reason, including but not limited to if the third Party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting Consultant's liability hereunder, (ii) use such information only for the purposes contemplated by Consultant in performing its services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced. Client's payment of Consultant's invoices, as provided for herein, shall not be made contingent upon Consultant's Agreement to permit third-Party reliance, if the third Party does not provide compensation per terms and conditions set forth herein.

19. Non-Solicitation / Employment of Personnel.

During the period commencing on the Effective Date and ending one year following the Termination Date, Client shall not, without Consultant's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the Consultant; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with Consultant. If Client hires one of Consultant's employees during Consultant's performance of the services indicated in the Agreement, or within six months after the completion of such services, Client shall pay to Consultant sum equal to fifty percent (50%) of the annual salary paid to the employee by Client, to recognize Consultant's lost benefits and the cost of locating and training a replacement.

20. Ownership of Work Product.

As used herein below, and subject to the obligations imposed by Section 5 of this Agreement, the term "Work Product" shall mean any documentation, data compilations, reports, plans, specifications, boring logs, calculations, field data, field notes, test data, estimates, training materials, and any other media, materials or other objects produced

directly as a result of Consultant's work for Client or delivered by Consultant in the course of performing that work. Consultant hereby grants to Client a non-transferable, non-exclusive license to use the Work Product created by Consultant pursuant to this Agreement. Furthermore, and notwithstanding any provision of this Agreement to the contrary, any programming, software, routines, libraries, tools, methodologies, processes or technologies created, adapted or used by Consultant in its business generally, including all associated intellectual property rights (collectively, the "Development Tools") shall be and remain the sole property of Consultant, and Client shall have no interest in or claim to such Development Tools except as necessary to exercise its license in the Work Product provided for above. In addition, notwithstanding any provision of this Agreement to the contrary, Consultant shall be free to use any ideas, concepts, or know-how developed or acquired by Consultant during the performance of this Agreement to the extent obtained and retained by Consultant personnel as impressions and general learning. Subject to Client's rights in its own intellectual property, nothing in this Agreement shall be construed to preclude Consultant from acquiring, developing, marketing, or enhancing for itself or others similar technology performing the same or similar functions as the technology used or created pursuant to this Agreement.

21. Patents and Copyrights.

Notwithstanding any other provision to the contrary, Consultant shall retain ownership of any and all intellectual property rights in and to (i) any systems, processes, procedures, methods, and means of expression or organization developed or utilized by Consultant in performing its obligations under this Agreement, (ii) any subject matter that is created or developed in connection with this Agreement, and (iii) any Work Product (as defined hereinabove), which rights include, without limitation, any and all rights under the patent, trade secret, copyright or other intellectual property laws of the United States.

22. Reimbursement of Costs for Third Party Litigation.

With respect to any litigation involving only one of the Parties or any of its affiliates (the "Litigating Party"), if any subpoena or other legally binding request related to such litigation is served on the other Party requesting copies of documents maintained by the Subpoenaed Party, the Litigating Party shall reimburse the Subpoenaed Party for its out-of-pocket costs associated with compliance with such request, including reasonable attorneys' fees.

23. Standard of Care; Warranty; Express Disclaimer.

Consultant will perform services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality under similar conditions at the same time, based on existing technology and present knowledge in the applicable field. No other representation, whether express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or other instrument of service. EXCEPT FOR ANY EXPRESS

REPRESENTATION OR WARRANTY SET FORTH HEREINABOVE, ALL OF CONSULTANT'S SERVICES ARE PROVIDED "AS IS," NEITHER CONSULTANT NOR ANY OTHER PERSON ACTING ON CONSULTANT'S BEHALF OR AT CONSULTANT'S DIRECTION HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION THAT ANY PARTICULAR SERVICE WILL BE EFFECTIVE OR IS GUARANTEED TO ACCOMPLISH THE INTENDED RESULT. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY CONSULTANT OR ANY OTHER PERSON ACTING ON CONSULTANT'S BEHALF OR AT CONSULTANT'S DIRECTION.

24. Survival.

Obligations arising before the expiration or termination of this Agreement, and all provisions of this Agreement allocating responsibility or liability between Client and Consultant, shall survive the completion of services furnished hereunder and termination of this Agreement.

25. Termination.

Client or Consultant may terminate Projects for cause; however, should Client seek to terminate for cause, Consultant shall be granted a reasonable period of time to cure or take substantial steps to cure, to the satisfaction of client, such default. Only Client may terminate Projects for convenience. The Party initiating termination shall so notify the other Party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of Consultant's termination invoice, pay Consultant's fees for services satisfactorily rendered in accordance with this Agreement and costs incurred, in accordance with the Fee Schedule. Client shall reimburse Consultant for all costs incurred by Consultant reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

26. Unknown Conditions.

If in the performance of the Work EnSafe finds latent, concealed or subsurface physical conditions which materially differ from the conditions EnSafe reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement, then the estimated Cost of the Work, any Design-Builder's Fee, the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate the compensation for Design Phase Services, shall be equitably

adjusted by Change Order within a reasonable time after the conditions are first observed and EnSafe shall be held harmless for any such delay or impact associated with such condition.

27. Waiver of Consequential Damages.

Neither Party shall be liable to the other for any consequential damages incurred by either Party due to the fault of the other, regardless of the nature of the fault; whether it was committed by Client or Consultant, their employees, agents or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. As used herein, the term "consequential damages" is intended by the Parties to be construed broadly to encompass any and all special, punitive, indirect and/or consequential damages and, specifically, to include, without limitation, damages incurred for business interruption, rental expenses, losses of use, income, profit, financing, business, and reputation, and for loss of management or business productivity or the services of such persons.

Attachment B
EnSafe 2024
Professional Fee Schedule

2024 PROFESSIONAL FEE SCHEDULE

PROFESSIONALS		PER HOUR
Level 1	Scientist/Engineer	\$110
Level 2	Scientist/Engineer	\$120
	Project Supervisor	\$130
Level 3	Project Scientist/	\$145
	Engineer Project Manager	\$155
Level 4	Project Manager, Senior Scientist/Engineer	\$180
Level 5	Senior Project Manager	\$205
Level 6	Senior Project Director	\$225
Level 7	Associate Principal	\$260
	Principal	\$265
Level 8	Senior Principal	\$335
TECHNICIANS		PER HOUR
	Technician	\$80
	Senior Technician	\$100
	Construction Support	\$125
ADMINISTRATIVE SUPPORT		PER HOUR
	Report Specialist	\$70

Note:

A general and administrative fee of 15% is added to Other Direct Costs and Expenses. Rates are subject to a surcharge for short lead-time projects requiring readjustment of professional resources. Fees for acquisition support are negotiated on an individual basis. Rates are subject to annual review. All internal copying, computer usage, and report materials are included in the above rates unless otherwise negotiated.

ORDINANCE NO. 02-2024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 26 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "SOLID WASTE", BY ADDING SECTION 26-2 ENTITLED "COLLECTION RATES" IN ORDER TO INCREASE RATES FOR CERTAIN SOLID WASTE COLLECTION AND RECYCLING SERVICES WITHIN THE CITY; PROVIDING FOR ANNUAL RATE ADJUSTMENTS FOR FISCAL YEARS ("FY") 2024-2025 THROUGH FY 2028-2029 FOR RESIDENTIAL AND COMMERCIAL ACCOUNTS WITH AN EFFECTIVE DATE OF OCTOBER 1, 2024 FOR IMPLEMENTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City desires to amend Chapter 26 of the City of South Bay's Code of Ordinances entitled "Solid Waste" to add Section 26-2 entitled "Collection Rates" to provide for the establishment of rates for Solid Waste Collection and Recycling within the City and to establish annual rate adjustments for Fiscal Years ("FY") 2024-2025 through FY 2028-2029; and

WHEREAS, the current Solid Waste Collection Rates have remained unchanged for over 20 years for residential and commercial accounts; and

WHEREAS, based on the applicable Consumer Price Index (“CPI”) the City desires to increase the current Solid Waste Collection Rates by twenty percent (20%) for FY 2024-2025; have a zero percent (0%) increase in FY 2025-2026; increase by five percent (5%) for FY 2026-2027, increase by five percent (5%) for FY 2027-2028, and increase an additional five percent (5%) for FY 2028-2029 for all residential accounts; and

WHEREAS, based on the applicable Consumer Price Index (“CPI”) the City desires to increase the current Solid Waste Collection Rates by twenty (20%) for FY 2024-2025; increase by five percent (5%) for FY 2025-2026, increase by five percent (5%) for FY 2026-2027, increase by five percent (5%) for FY 2027-2028, and increase an additional five percent (5%) for FY 2028-2029 for all commercial accounts; and

WHEREAS, the City desires to change the Solid Waste Collection Rates for commercial accounts that are serviced by 2 cubic yard, 3 cubic yard, 4 cubic yard , 6, cubic yard and 8 cubic yard containers to reflect the costs of service for pickup beginning FY 2024-2025. The City desires to increase collection rates an additional five percent (5%) for FY 2025-2026, and an additional five percent (5%) for FY 2028-2029; and

WHEREAS, the new rates shall go into effect on October 1, 2024; and

WHEREAS, the City Commission has determined that amending Chapter 26 of the City of South Bay’s Code of Ordinance to add Section 26-2 entitled “Collection Rates” is in the best interests of the residents of the City.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Amending Chapter 26 “Solid Waste”, to add Section 26-2 entitled “Collection Rates” to read as follows with all other provisions of this article remaining the same:

Sec. 26-2. – Collection Rates.

A. Residential Accounts.

The City hereby increases the current Solid Waste Collection Rates by twenty (20%) for FY 2024-2025. The City increases by zero (0%) percent for FY 2025-2026; increases by five percent (5%) for FY 2026-2027, increases by five percent (5%) for FY 2027-2028, and increases an additional five (5%) for FY 2028-2029 for all residential accounts pursuant to the following table:

	Current		FY 2024-2025
Garbage-Single Family	\$16.98		\$20.37
Recycling	\$1.95		\$1.95
Trash	\$3.50		\$3.50
10% Admin Fee	\$1.70		\$2.04
Total	\$24.13		\$27.86
Garbage-Multi Family	\$14.02		\$16.82
Recycling	\$1.95		\$1.95
Trash	\$3.50		\$3.50
10% Admin Fee	\$1.40		\$1.68
Total	\$20.87		\$23.96
	FY 2025-2026		FY 2026-2027
Garbage-Single Family	\$20.37		\$21.39
Recycling	\$1.95		\$2.05

Trash	\$3.50		\$3.68
10% Admin Fee	\$2.04		\$2.14
Garbage-Multi Family	\$16.82		\$17.67
Recycling	\$1.95		\$2.05
Trash	\$3.50		\$3.68
10% Admin Fee	\$1.68		\$1.77
	FY 2027-2028		FY 2028-2029
Garbage-Single Family	\$22.46		\$23.58
Recycling	\$2.15		\$2.26
Trash	\$3.86		\$4.05
10% Admin Fee	\$2.25		\$2.36
Garbage-Multi Family	\$18.55		\$19.48
Recycling	\$2.15		\$2.26
Trash	\$3.86		\$4.05
10% Admin Fee	\$1.85		\$1.95

B. Commercial Accounts.

The City hereby increases the Solid Waste Collection Rates by twenty percent (20%) for FY 2024-2025; increases by (5%) for FY 2025-2026 and further increases an additional five percent (5%) through FY 2028-2029 for all commercial accounts pursuant to the table below.

	Current		FY 2024-2025
Garbage-Commercial	\$35.00		\$42.00
Recycling	\$4.50		\$4.50
Trash	\$3.50		\$3.50
10% Admin Fee	\$3.50		\$4.20
Total	\$46.50		\$54.20
	FY 2025-2026		FY 2026-2027

Garbage-Commercial	\$44.10		\$46.31
Recycling	\$4.50		\$4.73
Trash	\$3.50		\$3.68
10% Admin Fee	\$4.41		\$4.63
	FY 2027-2028		FY 2028-2029
Garbage-Commercial	\$48.62		\$51.05
Recycling	\$4.96		\$5.21
Trash	\$3.86		\$4.05
10% Admin Fee	\$4.86		\$5.11

C. Commercial Rates by Container.

For commercial accounts that are serviced by 2 cubic yard, 3 cubic yard, 4 cubic yard, 6, cubic yard and 8 cubic yard containers, the City hereby increases Solid Waste Collection Rates to reflect the costs of service for pickup for FY 2024-2025. The City further increases collection rates by (5%) for FY 2025-2026 and an additional 5% through FY 2028-2029 pursuant to the table below.

	Current		FY 2024-2025
2 cubic yard container	\$70.24		\$130.75
3 cubic yard container	\$97.70		\$196.12
4 cubic yard container	\$124.39		\$261.50
6 cubic yard container	\$178.05		\$392.30
8 cubic yard container	\$230.45		\$523.00
	FY 2025-2026		FY 2026-2027
2 cubic yard container	\$137.29		\$144.15
3 cubic yard container	\$205.93		\$216.22
4 cubic yard container	\$274.58		\$288.30
6 cubic yard container	\$411.92		\$432.51
8 cubic yard container	\$549.15		\$576.61

	FY 2027-2028		FY 2028-2029
2 cubic yard container	\$151.36		\$158.93
3 cubic yard container	\$227.03		\$238.34
4 cubic yard container	\$302.72		\$317.85
6 cubic yard container	\$454.14		\$476.84
8 cubic yard container	\$605.44		\$635.71

Section 4. **Conflict & Repealer.**

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

Section 5. **Severability.**

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

Section 6. **Inclusion in Code.**

It is the intention of the City Commission of the City of South Bay that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 7. **Effective Date.**

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

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

ORDINANCE NO. 03-2024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 10 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "ELECTIONS", ARTICLE III ENTITLED "CANDIDATES", BY AMENDING SECTION 10-51 ENTITLED "QUALIFICATION FEE, ETC."; TO INCREASE THE QUALIFYING FEE FROM TWENTY-FIVE DOLLARS (\$25.00) TO ONE HUNDRED DOLLARS (\$100.00); REQUIRING COMPLIANCE WITH SECTION 99.092, FLORIDA STATUTES BY IMPOSING A PERCENTAGE BASED STATUTORY FILING FEE, AN ELECTION ASSESSMENT FEE AND A PARTY ASSESSMENT FEE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 10-51 of the City of South Bay Code of Ordinances currently has a qualifying fee of candidates seeking election to citywide office in the amount of Twenty-Five Dollars (\$25.00); and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to increase the qualifying fee from Twenty-Five Dollars (\$25.00) to One Hundred Dollars (\$100.00); and

WHEREAS, pursuant to Section 99.092, Florida Statutes the City Commission further desires to amend Section 10-51 of the City of South Bay Code Ordinances to impose a percentage based statutory filing fee, an election assessment fee and a party assessment for candidates seeking citywide elected office; and

WHEREAS, the City Commission finds that revising Section 10-51 is in the best interests of the City of South Bay and its residents.

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

Section 1. Adoption of Representations.

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

Section 2. Amending Chapter 10 “Elections”, Article III “Candidates”, Section 10-51 entitled “Qualification Fee, Etc.” to read as follows:

Section 10-51. - Qualification fee, etc.

All candidates for city office shall qualify by paying to the city a qualifying fee of ~~\$25.00~~ 100.00 and by complying with applicable provisions of ~~the city charter and this article~~ Section 99.092, Florida Statutes, as amended from time to time.

Section 3. Conflict & Repealer.

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

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or

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

Section 5. Inclusion In Code.

It is the intention of the City Commission of the City of South Bay that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 and Section 3 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

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

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)

ORDINANCE NO. 04-2024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AMENDING CHAPTER 6, SECTION 6-20 OF THE CITY OF SOUTH BAY'S CODE OF ORDINANCES ENTITLED "PERMIT FEE SCHEDULE" TO PROVIDE FOR FEE INCREASES BY ORDINANCE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 6, 2010, the City of South Bay ("City") passed and adopted Ordinance 2-2010 relating to the establishment of a building permit fee schedule; and

WHEREAS, Section 166.222, Florida Statutes provides that a municipality may provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of its building code; and

WHEREAS, the building permit fee schedule has been kept on file in the City Clerk's Office, however, the City Commission desires that the fee schedule be established by Ordinance for purposes of transparency; and

WHEREAS, the City Commission further desires to increase the building permit fee schedule which has not been increased in several years; and

WHEREAS, the City Commission seeks to amend Chapter 6 of the City's Code of Ordinances, Section 6-20 entitled "Permit Fee Schedule" to add a permit fee schedule related to Building and Construction Regulations and lien searches; and

WHEREAS, the schedule of fees, as authorized by Section 166.222, Florida Statutes, and collected by the City shall be used solely for carrying out its responsibilities in enforcing the Florida Building Code; and

WHEREAS, after review and investigation, it has been determined by the City Manager that the current permit fee schedule is below the costs of related inspection services and other necessary services provided; and

WHEREAS, City Commission of the City of South Bay desires to approve the Building Permit Fee Schedule, 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.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Amending Chapter 6, Section 6-20 “Permit Fee Schedule”, to provide for certain fee increases by Ordinance and shall read:

Sec. 6-20. - Permit fee schedule.

1. (a) There is hereby adopted by reference as if set out at length herein a building permit fee schedule. The building permit fee schedule is ~~on file in the city clerk's office.~~ set forth herein:

(b) A surcharge of 25 percent shall be ~~added to each permit for costs.~~

(c) No person shall be issued a permit without first paying the fees in accordance with subsections (a) and (b) of this section.

2.) Primary Permit Fees- Based on construction value determined using the latest published schedule of building valuation data as compiled by the International Code Council, Inc.; fees shall be calculated using the following formula and paid prior to issuance of a building permit. The purpose of using the International Code Council, Inc., Valuation table is to provide a fair and equitable means of determining the construction value and is only a minimum value. The contractor’s contract value shall only be used when the table does not cover the scope of work in the proposed project. Primary permit fees shall include the fees for sub-permits, the plans including the details of all associated work as determined by written policy, required separate

applications, value of labor, and value of materials, profits, permits, and fees. Failure to include the required information at the time of application may require a separate permit to be issued with the appropriate fees being charged to the applicant:

a) Based on construction value determined using the latest published schedule of building valuation data as compiled by the International Code Council, Inc., or contract which is to be submitted at the time of permit application and accepted by the Building Official, the permit fee shall be calculated using the following formula and paid prior to issuance of a building permit.

<u>Permit Rate of:</u>	<u>On Construction Valuation of:</u>
<u>2.00%</u>	<u>\$0.01- \$10,000, plus</u>
<u>1.00%</u>	<u>\$10,001-\$500,000, plus</u>
<u>0.50%</u>	<u>\$over \$500,000</u>

<u>b) Minimum fee</u>	<u>\$50.00</u>
-----------------------	----------------

3) Building Plan Review Fee - To be paid at the time of permit application. Building plan review is required on all architectural design plans or as may be required at the discretion of the Building Official:

a) Residential

- 1) 30% of the estimated permit fee calculated in (1) above
- 2) Minimum fee \$75.00 **\$100.00**

b) Commercial

- 1) 50% of the estimated permit fee calculated in (1) above
- 2) Minimum fee \$100.00 **\$125.00**

c) Review fee is in addition to the permit fee is due at time of application

d) Review fees are not refundable

4) Demolition and the moving of building/structures - Based on contract value, which is to be submitted at the time of permit application and accepted by the Building Official;

- a) 1.5% of contract value
- b) Minimum \$75.00 **\$100.00**

5) Right of Way Permit Fee 1) \$1000.00

6) Re-Inspection fee charged for each inspection as follows, if the violation requires an additional inspection, or the job is not ready for an inspection subject to the review of the Building Official;

	a) 1st Re-Inspection	\$50.00	\$75.00
Fee	b) 2nd Re-Inspection (same type)	\$50.00	\$75.00 + \$50.00 Penalty
	c) 3rd Re-Inspection (same type)	\$50.00	\$75.00 + \$75.00 Penalty
Fee	d) 4th Re-Inspection (same type)	\$50.00	\$75.00 + \$100.00 Penalty
Fee	e) Cancellation Fee	\$50.00	\$50.00

7) Miscellaneous Inspection Fee (per inspection) ~~\$65.00~~ **\$90.00**

8) Failure to obtain permit - Four times the permit fee, subject to review by the Building Official.

9) Plan Revision (Minor) - Minor plan revisions are those that would change certain minor components, as determined by the Building Official, on the set of submitted or permitted construction plans. Such minor components include, but are not limited to, revision to electrical, mechanical, or plumbing and changes to structural components that do not change the model of the unit or the square footage and layout of the structure:

a) Pre-permit	\$75.00	\$100.00
b) Post-permit	\$75.00	\$100.00 PER HOUR (\$50.00 \$65.00
minimum billed to the nearest half hour)		

10) Plan Revision (Major) - Major plan revisions are those that would change the model of the unit or the square footage and layout of the structure, as determined by the Building Official, on the set of submitted or permitted construction plans. Such major revisions may require a review by zoning, public works, fire, and the health department:

a) Pre-permit	\$75.00	\$100.00 per hour (\$75.00 \$90.00
minimum billed to the nearest half hour)		
b) Post-permit	\$75.00	\$100.00 per hour (\$75.00 \$90.00
minimum billed to the nearest half hour)		

11) Transfer of Permit:

a) New Contractor	\$40.00	\$100.00
b) New Lot	Considered (Major) revision	

12) Appeal of the Building Official determination ~~\$300.00~~ **\$350.00**

13) Expired Permits:

a) Permit renewal

1) ~~50%~~ 60% of the original permit fee for each required 90-day extension.

2) \$100.00 Minimum

b) Inspections Only

1) ~~\$75.00~~ \$100.00 plus permit fee

2) ~~\$50.00~~ \$75.00 for each required final inspection.

14) Refunds: 20% over \$100.00; except as specifically provided herein on this Building Division Permit Fee Schedule.

15) Return Check Charge:

a) ~~\$25.00~~ \$35.00 or 5% of the amount of the check, whichever is greater.

b) Maximum charge-\$40.00

16) Training Surcharge - The following charges will apply to all permits and shall be reserved to fund the cost of educational materials, seminars and conferences, and training of such building personnel required to be certified in accordance with Chapter 468, Florida Statutes.

a) One-half percent (0.50%) of the permit fee.

17) Special Inspection Charge - The following charges shall apply for after-hour inspections and for inspections on weekends, holidays, and other times that are considered to not be within the hours of a typical business day:

a) ~~\$225.00~~ \$250.00

18) Conditional Certificate of Occupancy - At the discretion of the Building Official, a conditional (temporary) certificate of occupancy may be issued for structures which have unresolved or accepted conditions which do not affect the health and life safety of the occupants of the structure. The fees for these temporary certificates of occupancy shall be:

a) ~~\$100.00~~ \$125.00 for single-family residence

b) ~~\$300.00~~ \$325.00 plus \$50.00 per condition for commercial and multi-family projects.

c) Conditional certificate of occupancy fees are not refundable.

19) Radon Surcharge and Certificate Maintenance Fee - Pursuant to Sections 468.631, 404.056 and 166.201 Florida Statutes, the following surcharges shall be collected by the Building Official and forwarded to the appropriate state agency for all under roof floor

space permitted, including new construction, renovations, alterations and additions. Such surcharges shall be computed and collected as follows:

- a) One-half cent (0.05%) per square foot, plus
- b) One-half cent (0.05%) per square foot Certificate Maintenance Fee.
- c) Radon Surcharge and Certificate Maintenance Fee are not refundable.

20) Professional Service Charges - Additional professional services required by the Building Official to ensure public health, safety, and welfare will be charged to the application at the actual cost for the performance of the professional service. Such services include but are not limited to, structural engineering, hazardous material evaluation services, and sub-contract building inspection services. At the discretion of the Building Official, the applicant may be required to pay a deposit to cover the estimated cost of additional professional services. Any amount of the deposit not expended for the professional services will be refunded to the applicant. These charges shall be in addition to the Primary Permit Fee and any other fees contained in the Building Division Rate Schedule. No certificate of occupancy shall be issued until all additional professional service charges have been paid.

21) Any services not listed or specified in this rate schedule do not preclude the possible need for additional inspections and charging a minimum fee of \$65.00- ~~\$90.00~~

22) Special Plan Review Charges-The following charges shall apply for after-hour plan review and for plan review on weekends, holidays and other times, which are considered not to be within the hours of a typical business day.

- a) ~~\$50.00~~ ~~\$75.00~~ per hour rounded up to the next hour.
- b) ~~\$100.00~~ ~~\$125.00~~ minimum.

23) Fees for replacement documents shall be as follows:

- | | |
|--|---|
| <u>a) Replacement of permitted plans</u> | <u>\$50.00 \$75.00 plus printing cost</u> |
| <u>b) Replacement of permit card</u> | <u>\$35.00 \$60.00 each</u> |
| <u>c) Replacement of additional CO</u> | <u>\$50.00 \$75.00 each</u> |

24) Certificate of Occupancy and Completion

- | | |
|--------------------------|--|
| <u>a) 24-hour notice</u> | |
| | <u>\$100.00 \$150.00 Residential</u> |
| | <u>\$200.00 \$250.00 Commercial</u> |
| | |

b) Less than 24-hour notice	
	\$150 \$175.00 Residential
	\$250 \$275.00 Commercial

25) Zoning review fees shall be set as an additional cost to other fees set forth in this section for a non-refundable cost of ~~\$65.00~~ **\$90.00**

26) Any unwarranted inspection trip where work not ready for inspection, there is no permit card on job site or plans not on job site or no access to property shall carry a cost - ~~\$75.00~~ **\$100.00**

27) Stop work order fee (to have work order lifted) - ~~\$75.00~~ **\$100.00**

28) Notary fees **\$5.00**

29) Cost of Lien Search Request Fees:

- a. \$75.00 for standard service per property.
- b. \$100.00 for rush order requests per property.

30) Additional Fees previously assessed by other City operations, other agencies or state law may be due at time of permitting

Section 3. Conflict & Repealer.

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

Section 4. Severability.

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

Section 5. Inclusion in Code.

It is the intention of the City Commission of the City of South Bay that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of South Bay and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

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

PASSED FIRST READING this ____ day of _____ 2024.

PASSED SECOND READING this ____ day of _____ 2024.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Del Bosquez, City Clerk

**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 Polk	_____ (Yes)	_____ (No)
Vice-Mayor Barnard	_____ (Yes)	_____ (No)
Mayor Kyles	_____ (Yes)	_____ (No)



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

Barbara King

Esther E. Berry

Albert Polk

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Vincenta DelBosquez

Burnadette Norris-Weeks
City Attorney

"An equal Opportunity
Affirmative Action Employer"

To: Honorable Mayor and Commissioners
From: Massih Saadatmand, Finance Director
Thru: Mr. Leondrae Camel, City Manager
Date: March 28, 2024
Ref: Weekly check register

Enclosed, please find the summary of check register as of March 28, 2024:

General Fund

- Utility:

Verizon	\$ 585.82
FPL	6,414.43
Comcast	1,204.71
PBCWU Dept	2,734.59

• Bank of America	3,282.56
• CAP Government	2,963.75
• Washington Marriot	4,756.95
• Unicus	4,000.00
• Marathon	2,644.67
• Stony Electric	8,640.00
• Purchase	2,731.28
• Payment for various services	11,422.22
• Payroll deductions	722.65
• Other	2,959.99

Total	\$ 55,063.62
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ARP Act Fund

Home repair	2,000.00
Payroll	1,630.90
	<u>\$ 3,630.90</u>

Capital Project Fund

CAP Government	<u>\$ 9,880.00</u>
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Sanitation Fund

Waste Management	<u>\$ 42,706.02</u>
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The expense classifications are reported in general ledger

AP Check Register Report

City Of South Bay (CSBFND)

2/28/2024 1:16:13 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16027	1034	WASHINGTON MARRIOTT MARQUIS	02/28/2024	4,756.95	
16028	1195	ESTELLE SINCLAIR	02/28/2024	2,000.00	
16029	1284	UNICUS RAIL AND CONSULTING SERVICES	02/28/2024	4,000.00	
16030	1317	FLORIDA BLACK CAUCUS OF LOCAL ELECTIONS	02/28/2024	150.00	
16031	BANK OF AMERICA, NA	BANK OF AMERICA	02/28/2024	3,282.56	
16032	COASTAL NETWORK SOLUTIONS	COASTAL NETWORK SOLUTIONS, LLC	02/28/2024	1,500.00	
16033	EVERGLADES FARM EQUIPMENT	EVERGLADES EQUIPMENT GROUP	02/28/2024	109.66	
16034	FPL	FPL	02/28/2024	6,414.43	
16035	INDEPENDENT NEWSPAPER	INDEPENDENT NEWSMEDIA INC.USA	02/28/2024	91.80	
16036	PRIMESTAR DIGITAL NETWORK	PRIMESTAR DIGITAL NETWORK	02/28/2024	410.00	
16037	SEASON TO SEASON, LLC	SEASON TO SEASON, LLC	02/28/2024	250.00	
16038	WALMART (CAPITAL ONE)	CAPITAL ONE	02/28/2024	898.88	
				Non-Electronic Transactions:	23,864.28
				Total Transactions:	23,864.28

AP Check Register Report

City Of South Bay (CSBFND)

3/1/2024 1:56:35 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16039	1356	PALM BEACH COUNTY CAUCUS OF BLACK	03/01/2024	100.00	
16040	CAP GOVERNMENT	CAP GOVERNMENT	03/01/2024	2,963.75	
16041	FLORIDA ELECTION COM	FLORIDA ELECTION COMMISSION	03/01/2024	330.00	
				Non-Electronic Transactions:	3,493.75
				Total Transactions :	3,493.75

AP Check Register Report

City Of South Bay (CSBFND)

3/7/2024 2:07:25 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16042	1290	KENNETH FUNDERBURK	03/07/2024	60.00	
16043	1357	PENGUIN 1 & ASSOCIATION	03/07/2024	2,965.00	
16044	1358	ANTRANAE ALVIN	03/07/2024	180.00	
16045	1359	DEANDRE HOLLEY	03/07/2024	180.00	
16046	AMAZON CAPITAL SERV	AMAZON CAPITAL SERVICES	03/07/2024	839.71	
16047	CLARKE	CLARKE	03/07/2024	609.92	
16048	FEDERAL EXPRESS	FEDERAL EXPRESS	03/07/2024	34.10	
16049	JLH ASSOCIATES	JLH ASSOCIATES	03/07/2024	507.50	
16050	JORDAN CONNORS GRO	JORDAN CONNORS GROUP, INC	03/07/2024	1,666.66	
16051	KELLY TRACTOR	KELLY TRACTOR	03/07/2024	250.00	
16052	LEON NUGENT	LEON NUGENT	03/07/2024	89.99	
16053	MARATHON/MEX BANK	WEX BANK	03/07/2024	2,644.67	
16054	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	03/07/2024	2,734.59	
16055	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	03/07/2024	410.00	
16056	VRC	VRC	03/07/2024	424.90	
				Non-Electronic Transactions:	13,597.04
				Total Transactions:	13,597.04

AP Immediate Check Register Report

City Of South Bay (CSBFND)

3/8/2024 12:08:57 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16057	STONY ELECTRICAL LLC	THELUSCA GERARD	03/08/2024	4,320.00	
Totals:			Total Transactions :		4,320.00

AP Check Register Report

City Of South Bay (CSBFND)

3/12/2024 8:43:14 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16058	1360	INTERNAL REVENUE SERVICE	03/12/2024	722.65	
				Non-Electronic Transactions:	722.65
				Total Transactions:	722.65

AP Check Register Report

City Of South Bay (CSBFND)

3/13/2024 12:00:12 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16059	PBC BLACK CAUCUS	PALM BEACH COUNTY CAUCUS OF BLACK	03/12/24	750.00	
				Non-Electronic Transactions:	750.00
				Total Transactions:	750.00

AP Check Register Report

City Of South Bay (CSBFND)

3/14/2024 1:01:59 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16060	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	03/14/2024	1,500.00	
16061	FEDERAL EXPRESS	FEDERAL EXPRESS	03/14/2024	74.77	
16062	LAKE HARDWARE	LAKE HARDWARE	03/14/2024	471.57	
16063	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	03/14/2024	415.00	
16064	PBC BLACK CAUCUS	PALM BEACH COUNTY CAUCUS OF BLACK ELITE	03/14/2024	200.00	
16065	SEASON TO SEASON, LLC	SEASON TO SEASON PEST MANAGEMENT, LLC	03/14/2024	250.00	
16066	XEROX CORP	XEROX CORPORATION	03/14/2024	312.57	
Non-Electronic Transactions:					3,223.91
Total Transactions:					3,223.91

AP Check Register Report
City Of South Bay (CSBFND)

3/18/2024 9:54:22 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16067	HOME DEPOT CREDIT SE	HOME DEPOT CREDIT SERVICES	03/18/2024	411.46	
				Non-Electronic Transactions:	411.46
				Total Transactions:	411.46

AP Immediate Check Register Report
City Of South Bay (CSBFND)

3/18/2024 2:36:50 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16068	STONY ELECTRICAL LLC	THELUSCA GERARD	03/18/2024	4,320.00	
Totals:			Total Transactions :		4,320.00

AP Check Register Report

City Of South Bay (CSBFND)

3/20/2024 3:09:34 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
16069	PBC LEAGUE OF CITIES	PALM BEACH COUNTY LEAGUE OF CITIES	3/20/2024	570.00	
				Non-Electronic Transactions:	570.00
				Total Transactions:	570.00

AP Check Register Report

City Of South Bay (CSBFND)

3/27/2024 8:42:55 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH-9958644347	VERIZON WIRELESS	VERIZON WIRELESS	03/27/2024	585.82	for 9958644347
Totals:			Electronic Transactions:		585.82
			Total Transactions:		585.82

AP Check Register Report

City Of South Bay (CSBFND)

3/14/2024 9:56:55 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
ACH 8960-324	COMCAST	COMCAST	03/14/2024	193.66	8960-324
Totals:			Electronic Transactions:		193.66
			Total Transactions:		193.66

AP History Report

City Of South Bay (CSBFND)

3/7/2024 9:13:41 AM

Page 1

AP Code / Vendor		Product Type							
Type / Invoice # / Description		Tran Date	GL Date	Dsc Date	Due Date	Disc/Ded Amount		Original Amount	
P1 / COMCAST / COMCAST									
Payment - ACH FOR 1081-324 / ACH 1081-0324		03/07/2024	03/07/2024		03/07/2024	\$0.00		\$234.77	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000202000		02/22/2024	1.0000	234.7700	234.77
Payment - ACH FOR 9928-324 / ACH 9928-0324		03/07/2024	03/07/2024		03/07/2024	\$0.00		\$342.85	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000202000		02/15/2024	1.0000	342.8500	342.85
Payment - ACH FOR 9978-0324 / ACH 9978-0324		03/07/2024	03/07/2024		03/07/2024	\$0.00		\$433.43	
Line	Type	Dis	Stock/Desc/Cost Code	GL Expense Acct / Job - Phase		Exp Date	Quantity	Unit Cost	Ext. Cost
1				000202000		02/26/2024	1.0000	433.4300	433.43
Totals For Vendor									
P1 / COMCAST / COMCAST							Net Adjustment		(\$1,011.05)
							Payment		\$1,011.05
Grand Totals							Net Adjustment		(\$1,011.05)
							Payment		\$1,011.05
							Unapplied Payment		\$0.00

Report Summary

Report Selection Criteria

Sort By: Vendor Number

Page Break: No

Report Type: Detailed

Vendor Status: All Vendors

Transaction Type: Payment

Group By AP Code: No

Start

Vendor Number: COMCAST

Vendor Name: COMCAST

Product Type: Start

Date Range: Custom

Transaction Date Range: 3/7/2024

AP Code: Start

End

COMCAST

COMCAST

End

3/7/2024

End

AP Check Register Report

City Of South Bay (CSBFND)

2/28/2024 9:47:06 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
293	CAP GOVERNMENT	CAP GOVERNMENT	02/28/2024	9,880.00	
				Non-Electronic Transactions:	9,880.00
				Total Transactions:	9,880.00

AP Check Register Report
City Of South Bay (CSBFND)

3/8/2024 1:21:09 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
337	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	3/08/2024	25,058.88	
				Non-Electronic Transactions:	25,058.88
				Total Transactions:	25,058.88

AP Check Register Report
City Of South Bay (CSBFND)

3/14/2024 2:44:08 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
338	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	3/14/2024	17,647.14	
				Non-Electronic Transactions:	17,647.14
				Total Transactions:	17,647.14