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, JULY 20, 2021

335 SW 2ND Avenue
South Bay, FL 33493
www.southbaycity.com
Phone: 561-996-6751 Fax: 561-996-7950

Mayor:	Joe Kyles Sr.
Vice Mayor:	Betty Barnard
Commissioner:	Esther Berry
Commissioner:	Taranza McKelvin
Commissioner:	John Wilson
City Manager:	Leondrae D. Camel
City Attorney:	Burnadette Norris-Weeks
City Clerk:	Natalie Malone

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

I. **Consent Agenda Item** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.

II. **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.

III. **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

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

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

CITY OF SOUTH BAY

CITY WORKSHOP AGENDA

CITY HALL CHAMBER

TUESDAY, JULY 20, 2021

6:30 PM

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

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

3.a. Agenda Items

4. ADJOURNMENT

CITY OF SOUTH BAY

REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER

TUESDAY, JULY 20, 2021

7:00 PM

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

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

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

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

2. DISCLOSURE OF VOTING CONFLICTS

3. PRESENTATIONS AND PROCLAMATIONS
(up to 5 minutes)

3.a. **Martie Parker-Lovely**
Five Star Education

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION
(Up to 3 minutes)

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.

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

5.a. Regular City Workshop and City Meeting
Approval of Minutes- June 01, 2021

5.b. Regular City Workshop and City Meeting
Approval of Agenda- July 20, 2021

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

6.a. **RESOLUTION NO. 23-2021**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT AND COMPLIANCE REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE

6.b. **RESOLUTION NO. 24-2021**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND R & D PAVING, LLC FOR THE RECONSTRUCTION OF SOUTH BAY ROADWAYS PROJECT / GLADES AREA RESURFACING AND RECONSTRUCTION PROJECT; PROVIDING FOR AN EFFECTIVE DATE

6.c. **RESOLUTION NO. 25-2021**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO GROUND LEASE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND ZOO COMMUNICATIONS, LLC, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING AN EFFECTIVE DATE.

6.d. **RESOLUTION NO. 26-2021**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE SIXTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

6.e. **RESOLUTION NO. 27-2021**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA, GRANTING A NOTICE OF TERMINATION FOR THE RESERVATION OF RIGHTS TO PHOSPHATE, METALS, MINERALS AND PETROLEUEM FOR A CERTAIN PARCEL OF LAND LOCATED WITHIN THE CITY LIMITS; PROVIDING AN EFFECTIVE DATE

6.f. **RESOLUTION NO. 28-2021**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY OF SOUTH BAY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; PROVIDING FOR AN EFFECTIVE DATE

6.g. **RESOLUTION NO. 29-2021**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR INSTALLATION OF BACKFLOW PREVENTERS AT FOUR (4) CITY OWNED LOCATIONS WITH ORSENIGO REPAIR & MAINTENANCE, INC.; PROVIDING FOR AN EFFECTIVE DATE

6.h. **RESOLUTION NO. 30-2021**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE CITY MANAGER'S AND THE MAYOR'S EXECUTION OF A CORONAVIRUS EMERGENCY

SUPPLEMENTAL FUNDING PROGRAM ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; PROVIDING FOR AN EFFECTIVE DATE

6.i. RESOLUTION 31-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA, APPROVING THE COMMEMORATION OF JUNETEENTH AS AN ANNUAL HOLIDAY WITHIN THE CITY OF SOUTH BAY; PROVIDING AN EFFECTIVE DATE

6.j. RESOLUTION 32-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

9.a. Accounts Payable

10. CITY CLERK REPORT

10.a. Thank you

10.b. Upcoming Events:

- **Annual City Backpack giveaway - Saturday, July 24, 2021 at** South Bay City Hall
  ***Activities will be held in front of City Hall open field area**
- **Special Primary Election Day -Tuesday, November 2, 2021 in** City Chambers
- **Special General Election Day - Tuesday, January 11, 2022** in City Chambers

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

CITY HALL CHAMBER
TUESDAY, JULY 20, 2021
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.

CITY OF SOUTH BAY, FL

CITY WORKSHOP

CITY HALL CHAMBER

TUESDAY, JUNE 01, 2021

6:30PM

Present:

Mayor Joe Kyles
Vice-Mayor Betty Barnard
Commissioner Esther Berry

Staff:

Leondrae Camel, City Manager
Natalie Malone, City Clerk
Caroline Larris, Code Enforcement Department
Massih Saadatmand, Finance Director *via telephone*
Burnadette Norris-Weeks, Esq., City Attorney

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

1. CALL TO ORDER

2. ROLL CALL

3. DISCUSSION

3a. Agenda Items

4. ADJOURNMENT

CITY OF SOUTH BAY, FL

REGULAR CITY MEETING

CITY HALL CHAMBER

TUESDAY, JUNE 01, 2021

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 June 01, 2021 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

Staff:

Leondrae Camel, City Manager
Natalie Malone, City Clerk
Caroline Larris, Code Enforcement Department
Massih Saadatmand, Finance Director *via telephone*
Burnadette Norris-Weeks, Esq., City Attorney

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

2. DISCLOSURE OF VOTING CONFLICTS: *NONE*

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

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.

5a. Approval of City Minutes – May 18, 2021
(Regular City Workshop and City Meeting)

5b. Regular City & Workshop Meeting Agenda- June 01, 2021
Moved By: Commissioner Berry
Second By: Vice Mayor Barnard

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

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

6a. RESOLUTION NO. 18-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Commissioner Berry
Second By: Vice Mayor Barnard

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

6b. RESOLUTION NO. 19-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A BLANKET PUBLIC SAFETY INGRESS/EGRESS EASEMENT BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY WATER UTILITIES DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice Mayor Barnard
Second By: Commissioner Berry

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

6d. RESOLUTION NO. 20-2021

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

Moved By: Vice Mayor Barnard
Second By: Commissioner Berry

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

6e. RESOLUTION NO. 21-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENTS APPLICATION FOR A BASKETBALL TOURNAMENT AT THE COX PARK FACILITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

Resolution 21-2021 was amended to include co-sponsorship of the event by the City in the amount of for $375.00 to cover off-duty Public Safety cost.

Moved By: Commissioner Berry
Second By: Vice Mayor Barnard

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

6f. RESOLUTION NO. 22-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPROVING A SPECIAL EVENTS APPLICATION FOR A JUNETEENTH EVENT IN THE CITY OF SOUTH BAY AT THE NATURE PARK FACILITY AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

Moved By: Vice Mayor Barnard
Second By: Commissioner Berry

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

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL-Bruce Hightower, *Principal*

9. FINANCE REPORT

9a. Accounts Payable Report

10. CITY CLERK REPORT

10a. Next scheduled Commission Meeting- July 20, 2021

10b. Thank you: Card Readings from residents

11. CITY MANAGER REPORT

11a. Budget Prep Schedule 2021-2022

11b. Habitat for Humanity

11c. Budget-Governor

11d. Donation policy

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

13a. Economic Sustainability and Strategic Plan

13b. Charter Review

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14a. Commissioner Esther Berry

- It's a pleasure to serve
- Be safe

14b. Vice Mayor Betty Barnard:

- Thank you

14c. Mayor Joe Kyles:

- Thank you
- Juneteenth Event

15. ADJOURNMENT

_____

Joe Kyles, Mayor

ATTESTED BY:

_____

Natalie Malone, City Clerk

RESOLUTION NO. 23- 2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT AND COMPLIANCE REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of South Bay ("City Commission") has been presented the Comprehensive Annual Financial Report ("CAFR") and Compliance Report for Fiscal Year ending September 30, 2020; and

WHEREAS, an annual financial audit is required pursuant to Section 218.39, Florida Statutes and Chapter 2, Article VI., Section 2-259, entitled, "Independent Annual Audit" of the City of South Bay Code of Ordinances; and

WHEREAS, the City Manager is recommending acceptance of the Comprehensive Annual Financial Report and Compliance Report for Fiscal Year ending September 30, 2020; and

WHEREAS, the City Commission desires to accept the recommendation of the City Manager and hereby approves the Comprehensive Annual Financial Report and Compliance Report for Fiscal Year ending September 30, 2020.

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. Acceptance. The City Commission of the City of South Bay hereby accepts the Comprehensive Annual Financial Report and Compliance Report for Fiscal Year ending September 30, 2020, and further authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 20th day of July 2021.

_____
Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

City of South Bay, Florida

Financial Statements

For the Fiscal Year ended September 30, 2020

City of South Bay, Florida
Financial Statements and Other Financial Information
For The Fiscal Year Ended September 30, 2020

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City of South Bay, Florida
Financial Statements and Other Financial Information
For The Fiscal Year Ended September 30, 2020

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FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council
City of South Bay, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund information of the City of South Bay, Florida (the "City"), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Florida Retirement System (included in the General fund), which represent .38 percent, .90 percent, and .96 percent, respectively, of the assets, liabilities, and expenses of the City's pension plan. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Fiduciary funds, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and Chapter 10.550, *Rules of the Auditor General*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the City of South Bay, Florida, as of September 30, 2020, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and schedules related to pension benefits on pages 4–11 and 50–56 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* and Chapter 10.550, *Rules of the Auditor General*, and is also not a required part of the basic financial statements.

The schedule of expenditures of federal awards and state financial assistance is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, the schedule of expenditures of federal awards and state financial assistance is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 29, 2021, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of those reports is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. Those reports are an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

HCT Certified Public Accountants & Consultants, LLC
Hollywood, Florida
June 29, 2021

The purpose of Management's Discussion and Analysis is designed to provide the readers an overview of financial activities of the City of South Bay's (the "City") for the fiscal year ended September 30, 2020. This information is intended to assist the readers to identify changes in financial statements and help them to make decision or conclude about City's financial position. The readers should take time to read and evaluate all sections of the financial statements including the footnotes and the other required supplementary information that is provided in addition, to this Management's Discussion and Analysis "MD&A" section.

Financial Highlights:

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows at September 30, 2020 by $11,229,985 of this amount $4,745,820 may be used to meet the government's ongoing obligation to citizens and creditors.

- The City's total net position increased by $1,164,936 or 11.6% as a result of an increase of $995,570 in governmental activities and an increase of $169,366 in business-type activities.

- Governmental activities generated $3,932,404 in revenues with $2,936,834 in expenses.

- Business-type activities generated $858,890 in revenues with $689,524 in expenses.

- General fund balance increased by $33,343, as result, the unassigned fund balance was $1,231,874 or 89.8% total of fund balances.

- The net position in business type activities increased by $169,366 due to increase of $134,638 in the water and sewer fund and an increase of $34,728 in the sanitation fund.

- At the end of the current fiscal year, the unassigned fund balance for the general fund represented 53.5% of the total general fund expenditures.

Overview of the Financial Statements

The City's financial statements comprise of three components: 1) government-wide financial statements, 2) financial statements of funds, 3) notes to the financial statements, and 4) other. This report also contains other supplementary information aside to the basic financial statements.

1 - The focus of the *government-wide financial statements* is on the overall financial position and

activities of the City. The difference between the City's total assets and total liabilities represents its net position. Although the purpose of the City is not to accumulate net position, over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *government-wide financial statements* provide readers with a broad overview of the City's finances for both its governmental activities and business-type activities which are shown in two statements:

- Statement of Net Position
- Statement of Activities

The Statement of Net Position presents information on all of the City's held assets and liabilities owed by the City.

The Statement of Activities presents the revenues and expenses of the City and the change in net position during current fiscal year. The items presented on the Statement of Activities are measured in a manner similar to the approach used in the private-sector; the revenues are recognized when earned and expenses are reported when incurred.

2 – The focus of the *fund financial statements* is a micronization of specific activities within the City as opposed to the City as a whole. Specific funds are established to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The City groups it funds in two categories:

- Governmental Funds
- Proprietary Funds

Governmental fund financial statements consist of a balance sheet statement of revenues and expenditures, and changes in fund balances. These statements are prepared on an accounting basis that is significantly different from that used to prepare the *government-wide financial statements.* The focus of the financial statements is on short-term emphasis. That measures and accounts for cash and other assets that can easily be converted to cash. The major fund in the governmental fund is the General Fund. The City adopts an annual budget for the General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with the annual budget.

Proprietary Funds provide the same type of information as the *government-wide financial statements,* only in more detail. The City presents a separate column for the water, sewer

and sanitation funds. The Sanitation Fund charges a fee to customers for the use of services. The Water and Sewer Fund receives an annual fee based on agreement between the City and Glades Utility Authority. The basis of accounting of the financial statements is similar to the basis used to prepare the government-wide financial statements.

3 – The notes to the financial statements provide additional information and disclosures that are essential to a full understanding of the data provided in the *government-wide and fund financial statements.*

4- Other Information – In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information. The supplementary information such as a comparison includes funding between the City's adopted budget and actual financial results. The City adopts an annual appropriated budget for its governmental funds. The *budgetary comparison statement* has been provided to exhibit compliance with the budget.

Analysis of government-wide financial statements:

City of South Bay, Florida
Condensed Statement of Net Position

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Current and other assets	$ 3,833,562	$ 3,795,015	$4,490,485	$ 4,434,684	$ 8,324,047	$ 8,229,699
Capital assets	5,355,708	4,584,828	250,029	252,600	5,605,737	4,837,428
Total assets	9,189,270	8,379,843	4,740,514	4,687,284	13,929,784	13,067,127
Current and other liabilities	1,599,638	1,780,472	69,539	149,175	1,669,177	1,929,647
Long-term liabilities outstanding	123,622	128,931	907,000	943,500	1,030,622	1,072,431
Total liabilities	1,723,260	1,909,403	976,539	1,092,675	2,699,799	3,002,078
Net position:						
Invested in capital assets (net of related debt)	5,206,263	4,421,522	250,029	252,600	5,456,292	4,674,122
Restricted for prepaid items	1,027,873	836,645	-	-	1,027,873	836,645
Unrestricted	1,231,874	1,212,273	3,513,946	3,342,009	4,745,820	4,554,282
Total net position	$ 7,466,010	$ 6,470,440	$3,763,975	$ 3,594,609	$ 11,229,985	$10,065,049

A significant portion of the City's net position (48.6%) reflect its investment in capital assets (e.g. lands, infrastructure, buildings and equipment) less any debt related to those assets that are still outstanding. The City uses these capital assets to provide services to citizens; accordingly, these assets are not available for future spending. Although the City's investment in its capital

assets are reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources. Since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (9.1%) represents resources that are subject to restriction on how they may be used.

The net position increased from $10,065,049 to $11,229,985 as a result of a net increase of $169,366 in business-type and an increase of $995,570 in the governmental activities fund groups.

Expenses and Revenues – Governmental Activities:

Net position increases or decreases over time serve as a useful indicator of the government's financial position. Net position in governmental activities increased by $995,570 in the current year, while the net position in prior year increased by $1,967,811. Revenues in governmental activities including transfers in, decreased by $518,693 when the expenditures increased by $453,548 in fiscal year 2020.

City of South Bay, Florida
Change in Net Position

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues:						
Program revenues:						
Charge for services	$ 54,257	$ 58,551	$ 682,160	$ 648,799	$ 736,417	$ 707,350
Operating grant and contribution	1,547,291	1,923,209	-	-	1,547,291	1,923,209
General revenues:						
Property taxes	434,246	414,656	-	-	434,246	414,656
Franchise and taxes	652,439	684,095	-	-	652,439	684,095
Other taxes	932,965	982,518	-	-	932,965	982,518
Other	123,736	258,068	176,730	208,899	300,466	466,967
Total revenues	3,744,934	4,321,097	858,890	857,698	4,603,824	5,178,795
Expenses:						
General government	1,591,625	1,314,072	-	-	1,591,625	1,314,072
Public safety	223,317	187,270	-	-	223,317	187,270
Highway and street	985,528	836,461	-	-	985,528	836,461
Culture and recreation	132,090	140,552	-	-	132,090	140,552
Water and sewer	-	-	3,600	3,571	3,600	3,571
Sanitation	-	-	494,738	474,497	494,738	474,497
Interest on long term debt	4,274	4,931	3,716	3,383	7,990	8,314
Total expenses	2,936,834	2,483,286	502,054	481,451	3,438,888	2,964,737
Increase (decrease) in net assets before transfer in (out)	808,100	1,837,811	356,836	376,247	1,164,936	2,214,058
Transfer in /(out)	187,470	130,000	(187,470)	(130,000)	-	-
Increase in net position	995,570	1,967,811	169,366	246,247	1,164,936	2,214,058
Net position at beginning of year	6,470,440	4,502,629	3,594,609	3,348,362	10,065,049	7,850,991
Net position at end of year	$7,466,010	$6,470,440	$ 3,763,975	$ 3,594,609	$ 11,229,985	$ 10,065,049

The net position in business-type activities increased by $169,366 in the current year, when the prior year's net position increased by $246,247. The revenues in business-type increased by $1,192 when the expenditures increased by $78,073 mainly due to transfer out within the Sanitation Fund.

Discussion of Major Funds

The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds – The City's governmental funds focus on providing information on short-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The General Fund is the primary operating account for all unrestricted operating expenditures of the City. Revenues aggregated to $2,335,898 including a transfer in the amount of $87,470. While expenditures totaled $2,302,555, resulting in a $33,343 increase in the fund balance at year end.

Proprietary Funds – The W*ater & Sewer Fund* and Sanitation Fund are identified as major proprietary funds and report the operating income and change in net position.

Total propriety funds revenue for service charges and other sources totaled $858,890. The total expenditures totaled $689,524 including a transfer out of $187,470 to the General and Capital Project Funds resulting in $169,366 increase in net position.

General Fund Budgetary Highlights

General Fund operations had a positive variance of $33,343, when the actual revenues including other financing sources were $116,218 less than the final budget. Actual expenditures were less than the final appropriation by $149,561. Budget amendments were done throughout the year to make funds available for unexpected expenditures as well as to realign funding changes in each department.

Capital Assets

The City's capital assets (net of accumulated depreciation) as of September 30, 2020, amounted to $5,605,737 an increase of $768,309 from the prior year. The increase was primarily due to construction progress of $1,271,477 in road and parks improvements during 2019-2020 fiscal year. Additional information for the City assets can be found in NOTE 3, Capital assets.

City of South Bay, Florida
Capital Assets

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Land	$ 238,823	$ 238,823	$ 212,927	$ 212,927	$ 451,750	$ 451,750
Buildings and improvements	843,715	843,715	-	-	843,715	843,715
Utility plant and systems	-	-	128,521	128,521	128,521	128,521
Improvements other than buildings and roads	181,919	181,919	-	-	181,919	181,919
Infrastructure	10,673,775	10,673,775	-	-	10,673,775	10,673,775
Construction in Progress	3,660,919	2,389,442	-	-	3,660,919	2,389,442
Equipment and machinery	856,844	856,844	-	-	856,844	856,844
Total	16,455,995	15,184,518	341,448	341,448	16,797,443	15,525,966
Accumulated depreciation	(11,100,287)	(10,599,690)	(91,419)	(88,848)	(11,191,706)	(10,688,538)
Total capital assets, net	$ 5,355,708	$ 4,584,828	$ 250,029	$ 252,600	$ 5,605,737	$ 4,837,428

Long-Term Debt

At the end of the current fiscal year, the City had a total of $1,089,946 in notes, bonds and capital leases outstanding as compared to $1,222,693 last year, a decrease of $132,747. The City's obligations are secured by various revenue sources and capital assets.

City of South Bay, Florida
Bonded Debt, Notes and Loan Payable, and Capital leases

	Governmental Activities		Business-Type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues bonds	$ -	$ -	$ 938,500	$ 968,500	$ 938,500	$ 968,500
Accounts payable	-	-	-	92,823	-	92,823
Capital Leases	54,216	85,833	-	-	54,216	85,833
Compensated absences	97,230	75,537	-	-	97,230	75,537
Total	$ 151,446	$ 161,370	$ 938,500	$ 1,061,323	$ 1,089,946	$ 1,222,693

Economic Factors and Outlook for the Future

The City's economic environment is dependent on Palm Beach County's and the State of Florida's economic activities which are impacted by the City's sources of revenue. Other economic factors such as a weak economy, unemployment, commodities prices, growth and any new legislative bill and proposal may have a significant impact on the City's operations. City of South Bay has been fortunate to be located in an area with the opportunity to annex lands, which could be utilized for future development, additional employment opportunities and increases in property valuations and revenues.

The City primarily relies on various taxes levied by the state (sales and utilities) as well as franchise and other business tax receipts for governmental activities. The governmental fund budget has kept operational spending fairly unchanged. The City's elected officials consider many factors and establish goals, and priorities when adopting the annual budget each year. Improvements to roads will be funded by grants' monies that are expected to be received during 2020-2021 fiscal year.

Effective October 1, 2006, the fire rescue services was transferred to Palm Beach County Fire Rescue MSTU (municipal service tax unit). In accordance with this agreement, the City's property owners $3.4581 mills of $1,000 of taxable value are maintained by Palm Beach County and the City's millage rate remains at 6.3089. The property values have begun to stabilize and an increase of 4.1% is projected for the fiscal year 2020-2021.

Request for Information

The financial report is designed to provide a general overview of the City's finances to its citizens, taxpayers, customers, creditors and investors, to demonstrate the City's accountability to the aforementioned. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Finance Department, 335 S.W. 2nd Avenue, South Bay, FL 33493. Additional information is also available on the City's website.

City of South Bay, Florida
Statement of Net Position
September 30, 2020

	Governmental Activities	Business-Type Activities	Total
Assets:			
Cash and cash equivalents	$ 2,610,946	$ 2,736,258	$ 5,347,204
Accounts receivable (net of allowances for uncollectible accounts)	61,767	113,986	175,753
Due from government	409,979	-	409,979
Prepaid items	42,796	-	42,796
Due from other funds	-	678,085	678,085
Restricted assets:			
Cash and cash equivalents	115,963	23,896	139,859
Investments	-	903,641	903,641
Capital assets	5,355,708	250,029	5,605,737
Other assets	549,151	34,619	583,770
Total assets	9,146,310	4,740,514	13,886,824
Deferred outflows of resources:			
Deferred outflows-pension	42,960	-	42,960
Total deferred outflows of resources	42,960	-	42,960
Liabilities:			
Accounts payable	343,845	14,384	358,229
Accrued liabilities	10,158	-	10,158
Compensated absences	97,230	-	97,230
Due to other funds	678,085	-	678,085
Payable from restricted assets:			
Interest payable	-	23,655	23,655
Long-term debt:			
Due within in one year	27,824	31,500	59,324
Capital lease	26,392	-	26,392
Due in more than one year	-	907,000	907,000
Net pension liability	117,078	-	117,078
Total liabilities	1,300,612	976,539	2,277,151
Deferred inflows:			
Deferred inflows-revenues	401,537	-	401,537
Deferred inflows-pension	21,111	-	21,111
Total deferred inflows of resources	422,648	-	422,648
Net Position:			
Invested in capital assets, net of related debt	5,206,263	250,029	5,456,292
Restricted for:			
Prepaid items	42,796	-	42,796
Capital projects	985,077	-	985,077
Unrestricted	1,231,874	3,513,946	4,745,820
Total net position	$ 7,466,010	$ 3,763,975	$ 11,229,985

See accompanying notes to financial statements.

City of South Bay, Florida

Statement of Activities

For the Fiscal Year Ended September 30, 2020

	Expenses	Charges for Services	Operating/Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Governmental activities:						
General government	$ 1,591,625	$ -	$ 380,189	$ (1,211,436)	$ -	$ (1,211,436)
Public safety	223,317	-	-	(223,317)	-	(223,317)
Highways and streets	985,528	54,257	834,968	$ (96,303)	-	(96,303)
Culture and recreation	132,090	-	332,134	200,044	-	200,044
Interest	4,274	-	-	(4,274)	-	(4,274)
Total governmental activities	2,936,834	54,257	1,547,291	(1,335,286)	-	(1,335,286)
Business-type activities:						
Water and sewer	7,316	-	-	-	(7,316)	(7,316)
Sanitation	494,738	682,160	-	-	187,422	187,422
Total business-type activities	502,054	682,160	-	-	180,106	180,106
Total governmental	$ 3,438,888	$ 736,417	$ 1,547,291	(1,335,286)	180,106	(1,155,180)
General revenue:						
Taxes:						
Ad Valorem				434,246	-	434,246
Franchise other taxes				652,439	-	652,439
Sales taxes				473,302	-	473,302
State revenue sharing				184,103	-	184,103
Payment in lieu of taxes				275,560	-	275,560
Occupational licenses and permits				64,210	-	64,210
Investment earnings				13,404	23,270	36,674
Other				46,122	153,460	199,582
Interfund transfers				187,470	(187,470)	-
Total general revenues				2,330,856	(10,740)	2,320,116
Change in net position				995,570	169,366	1,164,936
Net position, beginning of year				6,470,440	3,594,609	10,065,049
Net position, end of year				$ 7,466,010	$ 3,763,975	$ 11,229,985

See accompanying notes to financial statements.

City of South Bay, Florida
Balance Sheet
Governmental Funds
September 30, 2020

	Major Fund	Nonmajor Fund	Total
	General Fund	Capital Projects	Governmental Funds
Assets:			
Cash and cash equivalents	$ 1,651,157	$ 959,789	$ 2,610,946
Accounts receivable (net of allowances for uncollectible)	61,767	-	61,767
Due from government	111,489	298,490	409,979
Prepaid items	42,796	-	42,796
Other assets	549,151	-	549,151
Restricted assets:			
Cash and cash equivalents	115,963	-	115,963
Total assets	$ 2,532,323	$ 1,258,279	$ 3,790,602
Liabilities and fund balances:			
Liabilities:			
Accounts payable	$ 70,643	$ 273,202	$ 343,845
Accrued liabilities	10,158	-	10,158
Due to other funds	678,085	-	678,085
Total liabilities	758,886	273,202	1,032,088
Deferred inflows	401,537	-	401,537
Fund balances:			
Non-spendable:			
Prepaid items	42,796	-	42,796
Restricted for:			
Capital projects	-	985,077	985,077
Committed to:			
Compensated absences	97,230	-	97,230
Unassigned	1,231,874	-	1,231,874
Total fund Balances	1,371,900	985,077	2,356,977
Total liabilities and fund balances	$ 2,532,323	$ 1,258,279	$ 3,790,602

See accompanying notes to financial statements.

City of South Bay, Florida
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
Governmental Funds
September 30, 2020

Fund Balance – Total Governmental Funds			$	2,356,977
Amounts reported for governmental activities in the statement of net position are different because:				
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds balance sheet				5,355,708
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds balance sheet.				
Compensated absences	$	(97,230)		
Pension liabilities		(95,229)		
General obligation notes and lease payable		(54,216)		
				(246,675)
Total net position – Governmental Activities			$	7,466,010

See accompanying notes to financial statements.

City of South Bay, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Fiscal Year Ended September 30, 2020

	Major Fund	Nonmajor	Total
	General Fund	Capital Projects	Governmental Funds
Revenues:			
Taxes and franchise fees	$ 1,086,685	$ -	$ 1,086,685
Licenses and permits	64,210	-	64,210
Intergovernmental	989,328	1,490,928	2,480,256
Charges for services	54,257	-	54,257
Fines and forfeitures	1,998	-	1,998
Rents	26,325	-	26,325
Investment income	7,826	5,578	13,404
Miscellaneous revenues	17,799	-	17,799
Total revenues	2,248,428	1,496,506	3,744,934
Expenditures:			
Current:			
General government	1,421,466	95,064	1,516,530
Public safety	223,317	-	223,317
Highways and streets	505,349	1,050,637	1,555,986
Culture and recreation	116,537	251,626	368,163
Debt services:			
Principal	31,612	-	31,612
Interest	4,274	-	4,274
Total expenditures	2,302,555	1,397,327	3,699,882
Other financing sources:			
Operating transfer in	87,470	100,000	187,470
Total other financing sources:	87,470	100,000	187,470
Net change in fund balance	33,343	199,179	232,522
Fund balances, beginning of year	1,338,557	785,898	2,124,455
Fund balances, end of year	$ 1,371,900	$ 985,077	$ 2,356,977

See accompanying notes to financial statements.

City of South Bay, Florida
Reconciliation of the Statement of Revenues,
Expenditures and Changes in Fund Balances of Governmental Funds
to the Statement of Activities

Governmental Funds

For the Fiscal Year Ended September 30, 2020

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance – total governmental funds	$	232,522
Governmental fund report capital outlay as expenditures. However, in the statement of the activities the cost of those assets is depreciated over their estimated useful lives:		
Expenditures for capital assets		1,271,477
Current year depreciation		(500,597)
Capital lease		-
The repayment of principal reduces long-term liabilities and is not reported in the statement of the activities, but the repayment is reported as expenditures in the governmental funds.		
Some expenses reported in the government wide statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental fund:		31,617
Compensated absences		(21,693)
Pension expense		(17,756)
Change in net position of governmental activities	$	995,570

See accompanying notes to financial statements.

City of South Bay, Florida
Statement of Net Position
Proprietary Funds

September 30, 2020

	Major Fund		Total Business-Type Activities Enterprise Funds
	Water and Sewer	Sanitation	
Assets			
Current assets:			
Cash and cash equivalents	$ 548,370	$ 2,187,888	$ 2,736,258
Accounts receivable, net	21,837	92,149	113,986
Due from other funds	678,085	-	678,085
Restricted assets			
Cash and cash equivalents	23,896	-	23,896
Total current assets	1,272,188	2,280,037	3,552,225
Non-current assets:			
Restricted assets			
Investments	903,641	-	903,641
Capital assets			
Property, net	250,029	-	250,029
Other assets	34,619	-	34,619
Total non-current assets	1,188,289	-	1,188,289
Total assets	$ 2,460,477	$ 2,280,037	$ 4,740,514

See accompanying notes to financial statements.

City of South Bay, Florida
Statement of Net Position
Proprietary Funds
September 30, 2020

	Major Fund		Total Business-Type Activities
	Water and Sewer	Sanitation	Enterprise Funds
Liabilities and net assets			
Liabilities:			
Current liabilities			
Accounts payable	$ 5,000	$ 9,384	$ 14,384
Current portion of long-term debt	-	-	-
Total current liabilities	5,000	9,384	14,384
Current liabilities payable from restricted assets:			
Interest payable	23,655	-	23,655
Current portion of bond payable	31,500	-	31,500
Total current liabilities payable from current restricted assets	55,155	-	55,155
Non-current liabilities:			
Long-term portion of bond payable	907,000	-	907,000
Total non-current liabilities	907,000	-	907,000
Total liabilities	967,155	9,384	976,539
Net position:			
Invested in capital assets	250,029	-	250,029
Unrestricted	1,243,293	2,270,653	3,513,946
Total net position	$ 1,493,322	$ 2,270,653	$ 3,763,975

See accompanying notes to financial statements.

City of South Bay, Florida
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2020

	Major Fund		Total Business-Type Activities Enterprise Funds
	Water and Sewer	Sanitation	
Operating revenues:			
Charges for services	$ -	$ 682,160	$ 682,160
Municipal fee	153,460	-	153,460
Total operating revenues	153,460	682,160	835,620
Operating expenses:			
Contractual services	-	487,446	487,446
Other services and charges	3,600	7,292	10,892
Total operating expenses	3,600	494,738	498,338
Operating income	149,860	187,422	337,282
Non-operating revenues:			
Interest revenue	1,714	21,556	23,270
Interest expense	(3,716)	-	(3,716)
Total non-operating revenues	(2,002)	21,556	19,554
Income before transfers out	147,858	208,978	356,836
Transfers out	(13,220)	(174,250)	(187,470)
Change in net position	134,638	34,728	169,366
Net position, beginning of year	1,358,684	2,235,925	3,594,609
Net position, end of year	$ 1,493,322	$ 2,270,653	$ 3,763,975

See accompanying notes to financial statements.

City of South Bay, Florida
Statement of Cash Flows
Proprietary Funds
For the Fiscal Year Ended September 30, 2020

	Major Fund		Total Business-Type Activities Enterprise Funds
	Water and Sewer	Sanitation	
Cash flows from operating activities:			
Receipts from customers and users	$ 156,593	$ 713,523	$ 870,116
Payments to suppliers	(1,030)	(492,315)	(493,345)
Net cash provided by operating activities	155,563	221,208	376,771
Cash flows from capital and related financing activities:			
Interest paid	(3,716)	-	(3,716)
Principal paid	(117,823)	-	(117,823)
Net cash (used in) capital and related financing activities	(121,539)	-	(121,539)
Cash flows from non-capital and related financing activities:			
Advances received from other fund	71,500	-	71,500
Transfers out to other funds	(13,220)	(174,250)	(187,470)
Net cash (used in) non-capital and related financing activities	58,280	(174,250)	(115,970)
Cash flows from investing activities:			
Interest received	1,714	21,556	23,270
Decrease in investment	30,000	-	30,000
Net cash provided by investing activities	31,714	21,556	53,270
Net increase in cash	124,018	68,514	192,532
Cash and cash equivalents at beginning of year	424,352	2,119,374	2,543,726
Cash and cash equivalents at end of year	$ 548,370	$ 2,187,888	$ 2,736,258
Reconciliation of operating income to net cash provided by operating activities:			
Operating income	$ 149,860	$ 187,422	$ 337,282
Adjustment to reconcile operating income to net cash provided by operating activities:			
Depreciation	2,571	-	2,571
Changes in assets and liabilities:			
Decrease in accounts receivable	3,132	31,363	34,495
Increase in accounts payable	-	2,423	2,423
Total adjustments	5,703	33,786	39,489
Net cash provided by operating activities	$ 155,563	$ 221,208	$ 376,771

See accompanying notes to financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The City of South Bay, Florida (the "City") is a municipality within the legal and geographic boundaries of Palm Beach County, Florida, incorporated in October 1963 pursuant to Chapter 166, Florida Statutes. It is an instrumentality of the State of Florida established to carry on a centralized municipal government. The City Commission ("Commission") is responsible for the legislative and fiscal control of the City. A City Manager and Treasurer are appointed by the Commission and are responsible for the administrative and fiscal control of the City's resources maintained in the funds and account groups described below.

The basic financial statements of the City have been prepared in accordance with Generally Accepted Accounting Principles ("GAAP") as applied to governmental units. The Governmental Accounting Standard Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The most significant of the City's accounting policies are described below:

(a) Reporting Entity

The financial statements were prepared in accordance with the Governmental Accounting Standards Board that establish standards for defining and reporting on the financial reporting entity. The financial reporting entity is defined based upon the concept that elected officials are accountable to their constituents for their actions. One of the objectives of financial reporting is to provide users of financial statements with a basis for assessing the accountability of the elected officials. The financial reporting entity consists of the City, organizations for which the City is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. The City is financially accountable for a component unit if the City appoints a voting majority of the organization's governing board, and if the City is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the City. Based upon the application of these criteria, management has determined that there are no other organizations that met the criteria described above.

(b) The Government-Wide and Fund Financial Statements

The government-wide financial statements (the statement of net assets and the statement of activities) report information on all of the non-fiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental Revenues, are reported separately from business-type Activities, which rely to a significant extent, on fees and charges for support.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include the following: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as *general revenues instead*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. In fiscal year ended September 30, 2020, there are no remaining governmental funds to be aggregated and reported as non-major funds.

Since the governmental fund financial statements are presented on a different measurement focus and basis of accounting than the government-wide financial statements, a reconciliation is presented on the page following each statement, which briefly explains the adjustments necessary to reconcile the fund-based financial statements to the governmental activities column of the government-wide presentation. The City applies eligible expenses against available restricted resources before the use of unrestricted resources.

(c) Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements and the proprietary fund financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Regardless of the timing of related cash flow revenues are recorded when earned and expenses are recorded when a liability is incurred.

Grants and similar items are recognized as revenues as soon as all eligible requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Ad valorem taxes and charges for services are susceptible to accrual when collected in the current year or within 60 days subsequent to year end, provided that amounts received pertain to billings through the fiscal year ended. Intergovernmental revenue and utility service taxes are recorded in

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

accordance with their legal or contractual requirements, if collected in the current period or within 30 days after year end. Interest is recorded when earned. Licenses, permits, fines, forfeitures, and miscellaneous revenue are recorded as revenue when received in cash because they are generally not measurable until actually received. Occupational license revenue collected in advance of periods to which they relate is recorded as deferred revenue.

Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except that principal and interest on long-term obligations are reported only when due in conformity with GAAP.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989 generally are followed in both governmental-wide and proprietary fund financial statements to the extent that those standards do not conflict with or contradict guidance of the Governmental Accounting Standards Board. Governments also have the option of following subsequent private sector guidance for their business-type activities and enterprise funds, subject to this same limitation. The government has elected not to follow subsequent private sector guidance.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services, producing and delivering of goods in connection with a proprietary fund's principal operations; in the case of the City, water and sewer revenues include the charges to customers for sales and services. Operating expenses for water and sanitation include the cost of providing these services the depreciation on capital assets, and the associated administrative costs. All revenue and expenses not meeting this definition are reported as *non-operating revenues and expenses.*

Major Funds and Basis Presentation

Generally Accepted Accounting Principles generally accepted in the United States of America set forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The City electively records funds as major funds which either have significant outstanding debt proceeds or a specific community focus.

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. Revenue is derived primarily from property taxes, state and federal distributions, grants and other intra-governmental revenue. The general operating expenditures, fixed

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

Charges, and capital outlay costs that are not paid through other funds are paid from the General Fund.

The *Water and Sewer Fund* accounts for the activities related to providing water and sewer services to the City's residents.

The *Sanitation Fund* accounts for activities related to solid waste, trash, and mosquito control services, which are provided to the City residents.

(d) Assets, Liabilities and Net Assets or Equity:

(1) Cash and Cash Equivalents

All of the City's deposits are held in qualified public depositories pursuant to Florida Statutes, Chapter 280. City deposits include cash on hand, time and demand deposits, cash held with fiscal agent. City maintains a cash and investment pool that is available for use of all funds. Interest earned on pooled cash and investments is allocated to each of the funds based on the fund's average equity balance. The City's cash and investment pool allows individual funds, at any time, to deposit additional cash or make withdrawals without prior notice or penalty. Cash and cash equivalents reported in the government-wide financial statements include cash on hand, all highly liquid deposits, and investments with maturities of three month or less as of the purchase.

(2) Unbilled Accounts Receivable

Property funds recognize revenue on the monthly cycle billing basis to customers for services provided. As a result of this cycle billing method, there are unbilled receivables at the end of each fiscal year, with respect to services provided but not billed at fiscal year end. It is the policy of the City to accrue Water and Sewer and Sanitation Funds unbilled revenue at year end.

(3) Accounts Receivable

The City's Accounts receivables are presented in the financial statements net of allowances for uncollectible accounts.

(4) Allowances for Doubtful Accounts

Accounts receivable are written off on an individual basis in the year the City deems them uncollectible. Allowances for doubtful accounts have been provided for those accounts where collectability appears to be doubtful.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

(5) Investments

The City's investments for all funds are carried at fair value based on quoted market prices. Investments consist of U.S Government time deposit securities. Purchases and sales of investments are recorded on the trade dates. Net realized gains and losses on sales of investments are reflected in current operating results as earnings.

(6) Restricted Assets and Reserves

Pursuant to various revenue bond indenture agreements, specific enterprise fund assets are required to be segregated as to use and, are, therefore, identified as restricted assets. For certain restricted assets, offsetting reserves have been established by charges to retained earnings.

(7) Grants from Government Agencies

Certain grants, under the various federal and state programs, are included in the general fund. Grant monies, if and when received, are disbursed by these funds for goods and services as prescribed under the respective grant programs or are transferred to other City funds for ultimate distribution under the terms of the grants. These programs are dependent on financial assistance by the state and federal governments.

(8) Capital Assets

Capital asset acquisitions are recorded as expenditures in the governmental fund financial statements. Such assets are capitalized at historical cost in the government-wide financial statements for both governmental activities and business-type activities. In the case of gifts or contributions, such assets are recorded at fair market value at the date of receipt. Capital costs which materially extend the useful life of existing properties are capitalized. Net capital assets are defined as assets with an initial, individual cost of more than $750 and an estimated useful life in excess of one year. Interest is capitalized on projects during the construction period based upon average accumulated project expenditures.

Infrastructure assets (bridges, curbs and gutters, streets, lighting and drainage systems and similar assets that are immovable and of value only to the City) are capitalized and reported in the infrastructure category.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

Assets are depreciated using the straight-line method over the following estimated lives:

Asset Type	Life
Building and building improvement	25-50
Improvement other than building and road	20
Infrastructure	50
Equipment and machinery	4-10

Depreciation is charged from the month of acquisition and none in the month of disposal

(9) Compensated Absences

The City accrues for compensated absences in accordance with GASB No. 16, Accounting for Compensated Absences. In the governmental funds, only the portion which would normally be liquidated with expendable available financial resources are accrued; whereas in the government-wide presentations, both the current and long-term portions are reported.

Employees earn 10 to 20 days of vacation and 24 days of sick leave annually. If an employee resigns in good standing or retires, the City pays accrued vacation from 25% to 50% and accumulated sick leave up to a maximum of 60 days.

(10) Deferred and Unearned Revenues

Deferred revenues are recorded for governmental fund receivable that are not yet available. Inflow that does not meet the criteria for revenue recognition, such as occupational licenses collected in advance are recorded as unearned revenues, in both the governmental fund and governmental-wide financial statements.

(11) Long-Term Obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligation are reported as liabilities in the applicable governmental activities, in the business-type activities, or in the proprietary fund type statement of net position. Bonds payable are reported net of the reported net of the applicable premium or discount. These premium and discounts are deferred and amortized over the life of the bonds. Issuance costs are expenses in the year they are incurred.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

(12) Concentration of Credit Risk

Financial instruments which subject the City to credit risk consist primarily of accounts receivable. Concentration of credit risk with respect to accounts receivable is generally diversified due to the large number of utility customers comprising the City's utility customer base. The City requires deposits from its customers and maintains an allowance for potential credit losses.

(13) Property Tax Calendar

Property taxes are levied on October 1 of every year; tax bills are mailed November 1 and are delinquent if not paid by the following March, and Tax certificates are sold for all taxes unpaid in July. The City's tax revenue is collected by the County's tax collector, who then remits to the City, monies collected following a calendar prescribed by law.

(14) Deferred inflows and outflows of Resources

Governmental funds report deferred revenue in connection with receivable for revenues that are not considered to be available to liquidate liabilities of the current period. Furthermore, the governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. Unearned revenues at the government-with level arise only when the City receives resources before it has a legal claim to them.

(15) Use of Estimates

The preparation of financials statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(16) Fund Balance

The City used restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal agreements that prohibit doing this, such as grant agreements requiring dollar for dollar spending.

Additionally the City would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

incurred for the purpose for which amounts in any unrestricted fund balance classifications could be used.

In the fund financial statements, governmental funds report fund classification that comprise a hierarchy based primary on the extent to which the City is bound to constraint on the specific purpose for which amount in those funds can be spent. Amounts restricted to specific purpose are as follows:

- Constraints placed on the use of resources by creditors, grantors, contributors, or law or regulations of the governments, and
- Constraints imposed by law through constitutional provision or enabling legislation.

Amounts that can only be used for specific purpose pursuant to constraint imposed by the City Commissioners through a resolution or an ordinance are classified as *committed fund balances*. Amounts that are constrained by the City's intent to be used for specific purpose, but are neither restricted nor committed, are classified as *assigned fund balances*. Constraints imposed by law through constitutional provision or enabling legislation are classified as *restricted fund balances.* Assignments are made by City's management based on the City Commissioners' direction.

Non-spendable fund balance includes amounts that cannot be spent since they are either (a) not in spendable from or (b) legally or contractually required to be maintained intact. *Unassigned fund balance* represents a fund balance that has not been assigned to other funds and has not been restricted, committed, or assigned to a specific purpose within the general fund.

(17) Net Position

Net assets of the government-wide and proprietary funds are categorized as *invested in capital assets,* net of related debt, restricted or unrestricted. *Invested in capital assets*, net of related debt is that portion of net assets that relates to the City's capital assets reduced by the portion of the assets that has been acquired through the use of long-term debt. This amount is offset by any unspent proceeds that are outstanding at fiscal year-end. Restricted net assets is that portion of net assets that has been restricted for general use by external parties (creditors, grantors, contributors, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued):

(18) Budget and Budgetary Accounting

The City prepares an annual operating budget for both the general fund and the special revenues fund which are reflected in these financial statements. The City's budgeting process is based on estimates of revenues and expenditures and requires that all budgets be approved by the City of South Bay's City Commissioners (the "Commissioners") after a public hearing is held. Subsequent amendments to the budget, if any, are approved by the Commissioners.

Budgets are prepared on the same basis of accounting as required for Governmental Fund Types. Expenditures may exceed the approved budget amounts for individual categories as long as the total does not exceed the approved budget. Any remaining fund balances remain with the City each year.

NOTE 2 – Deposits

All of the City's bank deposits are held in qualified public depositories approved by State Treasurer of the State of Florida and they are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.

The uninsured balance at September 30, 2020 was $2,259,929 on bank statements balance less FDIC insurance at that time.

The City's deposit in the Florida Cooperative Liquid Assets Securities Systems (FL Class), a public entity investment trust organized under the laws of the State of Florida, is presented at Net Asset Value (NAV), which reflects fair value. The objectives of FL Class are to generate investment income while maintaining safety and liquidity. There are no restrictions or terms and conditions on the City in redeeming the deposit and the City has no unfunded commitments related to this deposit.

NOTE 3 – INVESTMENTS:

Investments consist of U.S Government time deposit securities. The table below summarizes the scheduled maturities of the investments at September 30, 2020:

	Fair Value of Investments Maturities				
	Less Than One Year	One to Five Years	Six To Ten Years	More Than Ten Years	Total
U.S Government securities	$ 28,768	$ 168,653	$ 218,097	$ 488,123	$ 903,641

NOTE 3 – INVESTMENTS (Continued):

On December 12, 1998, the City issued Second Subordinate Water Revenue Bonds Series 1998 for $1,339,000 with interest of 4.75% to the U.S Department of Agriculture, Rural Utilities Service in connection with providing water and sewer services at the correctional facility in the City known as the Off-Site Improvements. Prior to the issuance of the bonds, $1,338,760 was placed with the U.S. Treasury in time deposit securities to service the bond debt under an agreement for the water and sewer services. The interest rates on the securities range from 3.782% to 5.400%. The annual payments on the bonds are payable from the maturities of these investments.

Credit Risk – The Second Subordinate Water Revenue Bond Series 1998 limits the investments to United States Government or United States Treasury Bonds, certificates, notes, bills, or interest-bearing time deposits with the depositories of the City. The interest derived from such investments or deposits shall accrue as revenue to the general fund of the City, except in the case of special funds for which the City is required by agreement or by law to credit such special funds with interest on the invested balances.

The City has elected to proceed under the alternative investment guideline as set forth in section 218.415 (17) Florida Statutes. The City may invest any surplus public funds in the following:

(a) The Local Government Surplus Trust Funds, or any intergovernmental investment pools pursuant to the Florida Interlocal Cooperation Act;

(b) Security and Exchange Commission registered money market funds the highest credit quality rating from a nationally recognized rating agency;

(c) Interest bearing time deposits or saving accounts in qualified depositories;

(d) Direct obligation of the U.S. Treasury.

Securities listed in paragraph (c) and (d) shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured. The City reports all interest related revenue to investments activities in the respective funds and reports investments at fair value.

NOTE 4 – CAPITAL ASSETS:

Changes in capital assets of the City as of September 30, 2020, are shown below:

	Balance 9/30/2019	Increases	Decreases	Balance 9/30/2020
Governmental Activities:				
Capital assets not being depreciated				
Land	$ 238,823	$ -	$ -	$ 238,823
Total capital assets not being depreciated	238,823	-	-	238,823
Capital assets, being depreciated				
Buildings and improvements	843,715	-	-	843,715
Improvement other than buildings and roads	181,919	-	-	181,919
Infrastructure	10,673,775	-	-	10,673,775
Equipment and machinery	856,844	-	-	856,844
Construction in progress	2,389,442	1,271,477	-	3,660,919
Total capital assets being depreciated	14,945,695	1,271,477	-	16,217,172
Less accumulated depreciation for:				
Buildings and improvements	669,230	19,999	-	689,229
Improvement other than buildings and roads	181,919	-	-	181,919
Infrastructure	9,030,790	440,230	-	9,471,020
Equipment and machinery	717,751	40,368	-	758,119
Total accumulated depreciation	10,599,690	500,597	-	11,100,287
Total capital assets being depreciated, net	4,346,005	770,880	-	5,116,885
Governmental activities capital assets, net	$ 4,584,828	$ 770,880	$ -	$ 5,355,708

	Balance 9/30/2019	Increases	Decreases	Balance 9/30/2020
Business-Type Activities:				
Capital assets not being depreciated				
Land	$ 212,927	$ -	$ -	$ 212,927
Total capital assets not being depreciated	212,927	-	-	212,927
Capital assets being depreciated:				
Utility plant and systems	128,521	-	-	128,521
Total capital assets being depreciated	128,521	-	-	128,521
Total accumulated depreciation	88,848	2,571	-	91,419
Total capital assets being depreciated	39,673	(2,571)	-	37,102
Business-type activities capital assets, net	$ 252,600	$ (2,571)	$ -	$ 250,029

NOTE 4 – CAPITAL ASSETS (Continued):

Depreciation expense was charged to functions of the government as follows:

Governmental activities	
General government	$ 15,553
Highway and streets	449,393
Culture and recreation	35,651
Total depreciation expense – governmental activities	$ 500,597

NOTE 5 – LONG TERM DEBT:

Long-term debt activities for the year ended September 30, 2020, are shown below:

	Balance 9/30/2019	Increases	Decreases	Balance 9/30/2020
Governmental activities:				
Capital lease obligation	$ 85,833	$ -	$ 31,617	$ 54,216
Compensated absences	75,537	21,693	-	97,230
Total governmental activities	$ 161,370	$ 21,693	$ 31,617	$ 151,446
Business-type activities:				
Bond payable	$ 968,500	$ -	$ 30,000	$ 938,500
Total business-type activities	968,500	-	30,000	938,500
Total long-term debt	$ 1,129,870	$ 21,693	$ 61,617	$ 1,089,946

Long-Term Debt of Business type Activities:

Subordinate bonds were issued by the City to finance the cost of construction and erection of extensions and improvements to the City's water and sewer system. The revenues from the water and sewer system, certain excise taxes are the City's guaranteed entitlement to revenue sharing trust funds, and all other money derived from sources other than ad valorem taxation are pledged as security for the bonds. The maturities of outstanding debt are summarized as follows:

NOTE 5 – LONG TERM DEBT (Continued):

Bond Series 1998 Second Subordinate Water Revenue

Fiscal year of Maturity	Principal Amount	Interest	Total
2021	$ 31,500	$ 44,579	$ 76,079
2022	33,000	43,083	76,083
2023	34,500	41,515	76,015
2024	36,200	39,876	76,076
2025	37,900	38,157	76,057
2026 - 2030	218,200	162,013	380,213
2031 - 2035	275,200	105,027	380,227
2036 - 2039	272,000	33,117	305,117
Total	$ 938,500	$ 507,367	$ 1,445,867

Change during fiscal year:	
Outstanding October 1, 2019	$ 968,500
Retired	(30,000)
Outstanding September 30, 2020	$ 938,500
Due within one year	$ 31,500
Due in more than one year	907,000
	$ 938,500

The interest rate is 4.75% on the Second Subordinate Bonds Series 1998.

NOTE 6 – COMPENSATED ABSENCES

From 10 to 20 days of vacation and 24 days of sick leave can be earned by employees annually. If an employee resigns in good standing or retires, the City pays accrued vacation and from 25% to 50% of accumulated sick leaves up to a maximum of 60 days.

The change in compensated absences during the year is as follows:

	Governmental Activities
Balances at October 1, 2019	$ 75,537
Increase	21,693
Balance at September 30, 2020	$ 97,230

NOTE 7 – CAPITAL LEASE:

1- The City purchased various autos under capital leases from third parties and recorded the transactions in *Governmental Activities.* The future minimum lease payments under this capital leases and the present value of net minimum lease payments at September 30, 2020 are as follows:

Year Ending	
2021	$ 29,926
2022	23,690
2023	3,628
Total minimum lease payments	57,244
Less: amount representing interest	(3,524)
Present value of future payments	$ 53,720

2- The City purchased three lawn mowers under a capital lease from a third party and recorded the transaction in *Governmental Activities* at $23,838. The future minimum lease payment under this capital lease and the present value of net minimum lease payment at September 30, 2020 are as follows:

Year Ending	
2021	$ 496
Total minimum lease payment	$ 496

NOTE 8 - FLORIDA RETIREMENT SYSTEM

General Information - In accordance with Ordinance 15-2010 dated October 19, 2010, the City established Florida Retirement System (FRS) Investment Plan for the City Commissioners and the appointed officers (defined contribution plan). As provided by Chapters 121 and 112, Florida Statutes, the FRS provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services. First is Division of Retirement, including the FRS Pension Plan ("Pension Plan"), and the second is Retiree Health Insurance Subsidy ("HIS Plan"). Under Section 121.4501, Florida Statutes, the FRS also provides a defined contribution plan ("Investment Plan") alternative to the FRS Pension Plan, which is administered by the State Board of Administration ("SBA"). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, City government, district school board, state university, community college, participating city or special district in Florida. The FRS provides retirement and
disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued):

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information from FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or from the following Web site: www.dms.myflorida.com/workforce_operations/retirement/publications.

Pension Plan

Plan Description – The Pension Plan is a cost-sharing, multiple-employer defined contribution plan with a Deferred Retirement Option Program ("DROP") for eligible employees.

Benefits Provided - Benefits under the Pension Plan are computed on the basis of age, average final compensation, and service credit. For Pension Plan members enrolled before July 1, 2011, regular class members who retire at or after age 62, with at least six years of credited service or 30 years of service regardless of age, are entitled to a retirement benefit payable monthly for life. This payment is equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service. Vested members with less than 30 years of service may retire before the age 62 and receive reduced retirement benefits. Special Risk Administrative Support class members who retire at or after age 55 with at least six years of credited service or 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service. Special Risk class members (sworn law enforcement officers, firefighters, and correctional officers) who retire at or after age 55 with at least six years of credited service, or with 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% of their final average compensation based on the five highest years of salary each year of credited service. Senior Management Service class members who retire at or after age 62 with at least six years of credited service, or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life. The payment is equal to 2.0% of their final average compensation based on the five highest years of salary each year of credited service. Elected Officers' class members who retire at or after age 62, with at least six years of credited service or 30 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% (3.33% for judges and justices) of their final average compensation based on the five highest years of salary for each year of credited service.

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of credited service and normal retirement to age increased to 65 or 33 years of service regardless of age members, Senior Management Service members, and Elected Officers' class members. The normal age increased to 60 or 30 years of service regardless of age for Special Risk and Special Risk Administrative Support class members. Finally, the final average compensation for all these members will be based on the eight highest years of salary.

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued):

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of- living adjustment is three percent per year. If the member is initially enrolled before July 1, 2011 and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of three percent, determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by three percent. Plan members initially enrolled on or after July 1, 2011 will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with FRS employer for 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants

Contributions – The Florida legislative establishes rates for participating employers and employees. Contribution rates during the 2019-2020 fiscal year were as follows:

Class	Percent of Gross Salary	
	Employee	**Employer**
Regular	3.00%	6.75%
Special Risk	3.00%	23.76%
Special Risk, Administrative Support	3.00%	36.87%
Senior Management Service	3.00%	23.69%
Elected Officers	3.00%	47.10%

The City's contributions, including employee contributions, to the Pension Plan totaled $10,351 for the fiscal year ended September 30, 2020.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2020, the City reported a liability of $107,755 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2019. The City's proportionate share of the net pension liability was based on the City's 2018-2019 fiscal year contributions relative to the 2018-2019 fiscal year contributions of all participating members. At June 30, 2020, the City's proportionate share was .000248618 percent, which was a decrease of .000016513 percent from its proportionate share measured as of June 30, 2019.

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued):

For the fiscal year ended September 30, 2020, the City recognized pension expense of $25,574. In additions the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 4,124	$ -
Change in assumptions	19,507	-
Net difference between projected and actual earnings on pension plan investments	6,416	-
Change in proportion and differences between City pension plan contributions and proportionate share of contributions	9,658	18,471
City pension plan contributions Subsequent to the measurement date	2,114	-
Total	$ 41,819	$ 18,471

The deferred outflows of resources related to the Pension Plan, totaling $2,114 and resulting from City contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources, related to the Pension Plan, will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2021	$ 2,945
2022	(828)
2023	(1,758)
2024	1,447
2025	(2,879)
Thereafter	22,307
Total	$ 21,234

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued):

Actuarial Assumptions – The total pension liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions. The assumptions were applied to all periods included in the measurement:

Inflation	2.40 %
Salary increases	3.25%, average, including inflation
Investment rate of return	7.00%, net of pension plan investment expense, including inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB tables.

The actuarial assumptions used in the July 1, 2019 valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

The long-term expected rate of return on Pension Plan investments was not based on historical returns, but it instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class, are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.2%	2.2%	1.2%
Fixed Income	19.0%	3.0%	2.9%	3.5%
Global Equity	54.2%	8.0%	6.7%	17.1%
Real Estate	10.3%	6.4%	5.8%	11.7%
Private Equity	11.1%	10.8%	8.1%	25.7%
Strategic Investments	4.4%	5.5%	5.3%	6.9%
Total	100.00%			
Assumed Inflation - Mean			2.40%	1.70%

Discount Rate - The discount rate used to measure the total pension liability was 6.80%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued):

Sensitivity of the City's Proportionate Share of the Net Position Liability to Changes in the Discount Rate - The following represents the City's proportionate share of the net pension liability calculated using the discount rate of 6.80%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.80%) or one percentage point higher (7.80%) than the current rate:

	1% Decrease (5.8%)	Current Discount Rate (6.8%)	1% Increase 7.8%
City's proportionate share of the net pension liability	$ 172,066	$ 107,755	$ 54,042

Pension Plan Fiduciary Net Position - Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan - At September 30, 2020, the City reported a payable in the amount of $107,755 for outstanding contributions to the Pension Plan required for the fiscal year ended September 30, 2020.

HIS Plan

Plan Description – The HIS Plan is a cost-sharing, multiple-employer, defined benefit pension plan established under Section 112.363, Florida Statutes, and it may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided – For the fiscal year ended September 30, 2020, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month. To be eligible to receive these benefits, a retiree under a State-administered, retirement system must provide proof of health insurance coverage, which may include medicare.

Contributions – The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2020, the HIS contribution for the period October 1, 2019 through June 30, 2020 and from July 1, 2020 through September 30, 2020 was 1.66% respectively. The City contributed 100% of its

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued):

statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The City's contributions to the HIS Plan totaled $440 for the fiscal year ended September 30, 2020.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources, Related to Pensions – At September 30, 2020, City reported a liability of $9,323 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2019. The City's proportionate share of the net pension liability was based on the City's 2018-2019 fiscal year contributions relative to the 2018-19 fiscal year contributions of all participating members. At June 30, 2020, the City's proportionate share was .000076357 percent, which was a decrease of .000002883 percent from its proportionate share measured as of June 30, 2019.

For the fiscal year ended September 30, 2020, the City recognized pension expense of $884. In additions the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 381	$ 7
Change in assumptions	1,002	542
Net difference between projected and actual earnings on pension plan investments	7	-
Change in proportion and differences between City pension plan contributions and proportionate share of contributions	1,865	2091
City pension plan contributions Subsequent to the measurement date	110	-
Total	$ 3,365	$ 2,640

The deferred outflows of resources related to the HIS Plan, totaling $110 resulting from City contributions to the HIS Plan subsequent to the measurement date, will be recognized as a

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued):

reduction of the net pension liability in the fiscal year ended September 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources, related to the HIS Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount
2021	$ 117
2022	183
2023	(21)
2024	(2)
2025	9
Thereafter	329
Total	$ 615

Actuarial Assumptions – The total pension liability in the July 1, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40 %
Salary increases	3.25%, average, including inflation
Municipal bond rate	2.21%

Mortality rates were based on the Generational RP-2000 with Projection Scale BB tables.

The actuarial assumptions used in the July 1, 2019, valuation was based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

Discount Rate - The discount rate used to measure the total pension liability was 3.50%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the City's Proportionate Share of the Net Position Liability to Changes in the Discount Rate - The following represents the City's proportionate share of the net pension

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued):

liability was calculated using the discount rate of 2.21% as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (1.21%) or one percentage point higher (3.21%) than the current rate:

	1% Decrease (1.21%)	Current Discount Rate 2.21%	1% Increase 3.21%
City's proportionate share of the net pension liability	$ 10,777	$ 9,323	$ 8,133

Pension Plan Fiduciary Net Position - Detailed information regarding the HIS Plan's fiduciary net position is available in the, separately issued, FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan - At September 30, 2020, the City reported a payable in the amount of $9,323 for outstanding contributions to the HIS Plan required for the fiscal year ended September 30, 2020.

The SBA administers the defined contribution plan officially titled the FRS Investment Plan. The investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

Investment Plan

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. City employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected City Officers, etc.), as the Pension Plan. Contributions are directed to individual member accounts. The individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.04 percent of payroll and by forfeited benefits of plan members. Allocations to the investment member's accounts during the 2018-2019 fiscal year, as established by Section 121.72, Florida Statutes, are based on a percentage of gross compensation, by class, as follows: Regular class 6.30%, Special Risk Administrative Support

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued):

class 7.95%, Special Risk class 14.00%, Senior Management Service class 7.67% and City Elected Officers class 11.34%.

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the pension plan is transferred to the Investment Plan. The member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a *suspense account* for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2020, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the City.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The City's Investment Plan pension expense totaled $9,556 for the fiscal year ended September 30, 2020.

NOTE 9 – EMPLOYEE MONEY PURCHASE PENSION PLAN:

The City provides retirement benefits for all of its eligible employees through a money purchase pension plan and Florida Retirement System Investment Plan for the City Commissioners and appointed officers. The contributions to the employee retirement are as follows:

Money Purchase Pension Plan:

A Money Purchase Pension Plan (the "Plan") covers all City employees who have completed a fourth year of eligible service and agree in writing to make the required employee contributions to the Plan. The required employee contribution is five percent of compensation received. The City's matching contribution is equal to the five percent mandatory employee contribution for the year.

NOTE 9 – EMPLOYEE MONEY PURCHASE PENSION PLAN (Continued):

The City's matching contributions to the Plan are invested in annuity contracts and/or life insurance policies issued by an insurance company. Furthermore, the contracts and policies are issued in the employee's name. Employee benefits are vested at a rate of ten percent per year and are fully vested after ten years. An employee is eligible for early retirement within ten years of normal retirement date and has ten years of vested service.

The pension expense under this plan for the year ended September 30, 2020, was as follows:

	Governmental Activities
General Fund	$ 36,924

NOTE 10 – INTERFUND RECEIVABLES AND PAYABLES:

Interfund receivable and payable balances at September 30, 2020 were:

	Interfund Receivables	Interfund Payables	Transfer In	Transfer Out
General fund – major	$ -	$ 678,085	$ -	$ 71,500
Sanitation fund – major enterprise	-	-	-	
Water & sewer fund – major enterprise	678,085	-	71,500	-
	$ 678,085	$ 678,085	$ 71,500	$ 71,500

During the course of operations, numerous transactions occurred between individual funds for good and services. The receivables and payables are classified in the Statement of Net Assets as "due from other funds" or "due to other funds."

NOTE 11 – CONTINGENCIES AND COMMITMENTS:

The City receives financial assistance from federal, state and local governmental agencies in the form of grants and revenues sharing programs. The disbursement of funds received under these programs generally require compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims, resulting from such audits, could become a liability of the general fund or other applicable funds. However, in the opinion of management, any disallowed claims would not have a material effect on the overall financial position of the City as of September 30, 2020.

NOTE 11 – CONTINGENCIES AND COMMITMENTS (Continued):

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The pandemic lead to certain restrictions required by the Governor of Florida, as well as local governments, which may affect revenue sources and also caused subsequent stock market volatility. The duration of the pandemic and the impact of COVID-19 on the City's operational and financial performance is uncertain at this time.

NOTE 12 – RISK MANAGEMENT:

The City purchases insurance for exposures related to various liabilities legal matters, and all other risks of loss. During the past three fiscal years, no settlements exceeded the coverage by this insurance.

NOTE 13 – UTILITY CONTRACT:

On June 15, 2009, The City of South Bay, The City of Pahokee, The City of Belle Glade, and Palm Beach County entered into an interlocal agreement establishing "The Glades Utility Authority" (the "Authority").

Under this agreement, the City's utilities operations were transferred to the Authority effective October 1, 2009, and the Authority assumed the responsibility of the water and sewer as well as the outstanding bond debt for the three cities.

During 2012, because of extreme high debt payment obligations, substandard infrastructure and loss of customers, there was going concern in regard to the Authority continuing to operate

without substantial utility rate increase. As result, the Authority dissolved and effective March 31, 2013, all the utilities functions of the three-cities were transferred to Palm Beach County Water Utilities Department (PBCWUD). As result of this transition, all the outstanding debts of the City in amount of $2,157,000 as of March 31, 2013 and on May 20, 2014 was paid off.

The City of South Bay will continue to provide the solid waste, trash and mosquito control services. Under the agreement, the Authority agreed to bill the City's customers for the sanitation services for a fee of one percent to the total of the monthly collection revenue. For the fiscal year ended September 30, 2020, the City paid $7,292 for the collection fees.

The agreement with PBCWUD shall be for an initial term of fifty (50) fiscal years commenced on the day that the agreement was executed and the agreement shall, thereafter, automatically renew for successive ten (10) year periods until terminated.

Under the agreement, both Authority and PBCWUD are required to pay the City an annual entity transfer fee equal to seven percent based on annual gross revenues. For the year ended September 30, 2020, the City received $153,460 for entity transfer fee.

NOTE 14 – OTHER POST EMPLOYMENT BENEFITS:

The City provides no post healthcare or life insurance benefits to former City's employee after retirement. Therefore, GASB 45 – "*Accounting and financial Reporting by Employers for Post Employment Benefits Other Than Pensions*" would have no material effect on the City.

NOTE 15 – RELATED PARTY TRANSACTIONS:

In April of 2020, the City made a payment to a vendor of $23,000 for funeral expenses of a former employee. The family of the formal employee reimbursed the City in May of 2020. The vendor appears to be affiliated with a person in management. However, no one in management has any ownership or stake within the company.

NOTE 16 – FUTURE ACCOUNTING PRONOUCEMENTS:

A brief description of new accounting pronouncements that might have a significant impact on the City's financial statements is presented below. Management is currently evaluating the impact of the adoption of these pronouncements on the City's financial statements.

In January 2017, the GASB issued Statement No. 84, Fiduciary Activities. This Statement will improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement is effective for the fiscal year ending September 30, 2021.

In May 2017, the GASB issued Statement No. 87, Leases. This Statement will increase the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting that is based on the foundational principle that leases are financings of the right to use an underlying asset. This Statement is effective for the fiscal year ending September 30, 2022.

In June 2018, the GASB issued Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period. This Statement will enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and simplify accounting for interest cost incurred before the end of a construction period. This Statement is effective for the fiscal year ending September 30, 2022.

In August 2018, the GASB issued Statement No. 90, Major Equity Interests. This Statement will improve consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. This Statement is effective for the fiscal year ending September 30, 2021.

NOTE 16 – FUTURE ACCOUNTING PRONOUCEMENTS (Continued):

In May 2019, the GASB issued Statement No. 91, Conduit Debt Obligations. This Statement will provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement is effective for the fiscal year ending September 30, 2023.

In January 2020, the GASB issued Statement No. 92, Omnibus 2020. The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. The requirements related to the effective date of Statement 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments are effective upon issuance. The requirements related to (1) intra-entity transfers of assets and those related to the applicability of Statements 73 and 74; (2) application of Statement 84 to postemployment benefit arrangements and those related to nonrecurring fair value measurements of assets or liabilities; and (3) the measurement of liabilities (and assets, if any) associated with AROs in a government acquisition are effective for government acquisitions occurring in reporting periods beginning after June 15, 2021.

In March 2020, the GASB issued Statement No. 93, Replacement of Interbank Offered Rates. This Statement is designed to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. This Statement is effective for the fiscal year ending September 30, 2021. Additionally, in March 2020, the GASB issued Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements. This Statement is designed to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). This Statement is effective for the fiscal year ending September 30, 2022.

In May 2020, the GASB issued Statement No. 96, Subscription-Based Information Technology Arrangements. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement is effective for the fiscal year ending September 30, 2022.

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NOTE 16 – FUTURE ACCOUNTING PRONOUCEMENTS (Continued):

In May 2020, the GASB issued Statement No. 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32. This Statement provides guidance on to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. This Statement is effective for the fiscal year ending September 30, 2021.

NOTE 16 – MANAGEMENT'S REVIEW:

Management has evaluated subsequent event through June 29, 2021, which is the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

City of South Bay, Florida
Statement of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
General Fund
For the Fiscal Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues:				
Taxes and franchise fees	$ 1,086,999	$ 1,086,999	$ 1,086,685	$ (314)
Licenses and permits	116,400	116,400	64,210	(52,190)
Intergovernmental	787,423	1,030,728	989,328	(41,400)
Charges for services	55,599	55,599	54,257	(1,342)
Fines and forfeitures	3,250	3,250	1,998	(1,252)
Rents	31,550	31,550	26,325	(5,225)
Investment income	15,675	15,675	7,826	(7,849)
Miscellaneous	17,970	24,445	17,799	(6,646)
Total revenues	2,114,866	2,364,646	2,248,428	(116,218)
Expenditures:				
Current:				
General government	1,281,779	1,536,579	1,421,466	115,113
Public safety	190,650	223,900	223,317	583
Highways and streets	518,157	515,547	505,349	10,198
Culture and recreation	123,360	140,170	116,537	23,633
Debt services:				
Principal	31,620	31,620	31,612	8
Interest	4,300	4,300	4,274	26
Total expenditures	2,149,866	2,452,116	2,302,555	149,561
Excess of revenues over (under) expenditures	(35,000)	(87,470)	(54,127)	33,343
Other financing sources:				
Operating transfer in	35,000	87,470	87,470	-
Total other financing sources:	35,000	87,470	87,470	-
Net change in fund balance	$ -	$ -	33,343	$ 33,343
Fund balance, beginning of year			1,338,557	
Fund balance, end of year			$ 1,371,900	

City of South Bay, Florida
Statement of Revenues, Expenditures and Changes in
Fund Balance - Budget and Actual
Capital Projects Fund
For the Fiscal Year Ended September 30, 2020

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues:				
Intergovernmental	$ 2,804,729	$ 2,804,729	$ 1,490,928	$ (1,313,801)
Interest income	8,750	8,750	5,578	(3,172)
Total revenues	2,813,479	2,813,479	1,496,506	(1,316,973)
Expenditures:				
Current:				
General government	174,416	174,416	95,064	79,352
Highways and streets	2,217,813	2,217,813	1,050,637	1,167,176
Culture and recreation	307,500	307,500	251,626	55,874
Total expenditures	2,699,729	2,699,729	1,397,327	1,302,402
Excess (deficiency) of revenues over expenditures	113,750	113,750	99,179	(14,571)
Other financing sources:				
Operating transfers in	100,000	100,000	100,000	-
Total other financing sources:	100,000	100,000	100,000	-
Net change in fund balance	$ 213,750	$ 213,750	199,179	$ (14,571)
Fund balance, beginning of year			785,898	
Fund balance, end of year			$ 985,077	

City of South Bay, Florida
Note to Budgetary Comparison Schedule
Budget and Actual – General Fund
For the Fiscal Year Ended September 30, 2020

NOTE 1 – BUDGETARY ACCOUNTING

Budgets - Budgets are legally adopted for the General Fund. All governmental fund budgets are prepared on the modified accrual basis of accounting.

Under the law of the State of the Florida and the City of South Bay Code, the City Manager submits to the Mayor and City Commissioners, a proposed Budget and Financial Plan for the fiscal year commencing the following October 1st. The Annual Budget and Financial Plan are prepared by fund, function and activities and include all proposed expenditures and means of financing them. Public hearings are conducted to obtain taxpayers comments. Prior to October 1st, the budget is legally enacted by the City Commissioners through passage of a resolution.

Changes or amendments to increase or decrease the total amount of budgeted revenue or expenditures for a given fund must be approved by a majority vote of the City Commissioners; however, the change, amendments or transfers within the total revenue or expenditures for functions, activities or departments of a given fund may be approved by the City Manager. During the year the original budget increased by $302,250, the revenue increased primarily due to additional revenues from permits and a grant from State, and expenditures increased due to increase of operating expenses incurred in various departments.

All budget amounts presented in the accompanying supplementary information reflect the original budget and the amended budget based on legally authorized revisions to the original budgets during the year.

Actual general fund revenues were under appropriations by $116,218, when the actual general fund expenditures were under the appropriation by $149,561.

Encumbrances – Encumbrance accounting, under which purchase orders, contract, and other commitments for the expenditures of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as extension of formal budgetary control. Encumbrance lapse at year end and become obligations of the subsequent year's budget. At September 30, 2020, the City did not have any commitments related to unperformed contracts.

NOTE 2 – BUDGET AND ACTUAL COMPARISON

The Budgetary Comparison Schedule for the General Fund is required to be prepared under the basis of accounting used in preparing the budget. As indicated in Note 1, the modified accrual basis of accounting is used for budgetary purposes.

City of South Bay, Florida
Required Supplementary Information
Schedule of Proportionate Share of Net Pension Liability
Florida Retirement System
Last 10 Fiscal Years*

	2020	2019	2018	2017	2016	2015	2014**
City's proportion of the net pension liability (asset)	0.000249%	0.000265%	0.000365%	0.000277%	0.000281%	0.000309%	0.000483%
City's proportion share of the net pension liability (asset)	$ 107,755	$ 91,308	$ 109,994	$ 81,906	$ 71,077	$ 39,933	$ 8,224
City's covered-employee payroll	26,500	26,500	33,584	24,000	23,000	23,000	14,917
City's proportion share of the net pension liability (asset) as a percentage of its covered-employee payroll	406.62%	344.56%	327.52%	341.28%	309.03%	173.62%	55.13%
Plan fiduciary net position as a percentage of the total pension liability	78.85%	82.61%	84.26%	83.90%	84.88%	92.00%	96.09%

* Amount represented for each fiscal year were determined as 0f 6/30.
** Information prior to 2014 is not available.

City of South Bay, Florida
Required Supplementary Information
Schedule of Contribution
Florida Retirement System
Last 10 Fiscal Years*

	2020	2019	2018	2017	2016	2015	2014**
Contractually required contribution	$ 10,351	$ 10,277	$ 11,923	$ 10,215	$ 9,148	$ 8,035	$ 6,196
Contribution in relation to the contractually required contribution	10,351	10,277	11,923	10,215	9,148	8,035	6,196
City's covered-employee payroll	26,500	26,500	31,454	27,000	23,000	23,000	16,833
Contribution as a percentage of covered-employee payroll	39.1%	38.8%	37.9%	37.8%	39.8%	34.9%	36.8%

* Amount represented for each fiscal year were determined as 0f 9/30.
** Information prior to 2014 is not available.

City of South Bay, Florida
Required Supplementary Information
Schedule of Proportionate Share of Net Pension Liability
Health Insurance Subsidy Plan
Last 10 Fiscal Years*

	2020	2019	2018	2017	2016	2015	2014**
City's proportion of the net pension liability (asset)	0.000076%	0.000079%	0.000100%	0.000075%	0.000075%	0.000082%	0.000104%
City's proportion share of the net pension liability (asset)	$ 9,323	$ 8,866	$ 10,654	$ 8,052	$ 8,684	$ 8,325	$ 5,569
City's covered-employee payroll	26,500	26,500	33,584	24,000	23,000	23,000	14,917
City's proportion share of the net pension liability (asset) as a percentage of its covered-employee payroll	35.18%	33.46%	31.72%	33.55%	37.76%	36.20%	37.33%
Plan fiduciary net position as a percentage of the total pension liability	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

* Amount represented for each fiscal year were determined as 0f 6/30.
** Information prior to 2014 is not available.

City of South Bay, Florida
Required Supplementary Information
Schedule of Contribution
Health Insurance Subsidy Plan
Last 10 Fiscal Years*

	2020	2019	2018	2017	2016	2015	2014**
Contractually required contribution	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contribution in relation to the contractually required contribution	-	-	-	-	-	-	-
City's covered-employee payroll	26,500	26,500	31,454	27,000	23,000	23,000	16,833
Contribution as a percentage of covered-employee payroll	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

* Amount represented for each fiscal year were determined as 0f 9/30.
** Information prior to 2014 is not available.

COMPLIANCE SECTION

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council
City of South Bay, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, and each major fund information of the City of South Bay, Florida (the 'City'), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 29, 2021. Our report includes a reference to other auditors who audited the financial statements of the Fiduciary Funds, as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as item 2020-001 that we consider to be significant deficiencies.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

City of South Bay, Florida's Response to Findings

The City's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HCT Certified Public Accountants & Consultants, LLC
Hollywood, Florida
June 29, 2020

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE FLORIDA AUDITOR GENERAL

To the Honorable Mayor and Members of the City Council
City of South Bay, Florida

Report on Compliance for Each Major Federal Program and State Project

We have audited the City of South Bay, Florida's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* and the *Department of Financial Services' State Projects Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs and state projects for the fiscal year ended September 30, 2020. The City's major federal programs and state projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal awards and state financial assistance applicable to its federal programs and state projects.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs and state projects based our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Florida Auditor General*. Those standards, the Uniform Guidance, and Chapter 10.550 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program and state project occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program and State Project

In our opinion, the City, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the fiscal year ended September 30, 2020.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program ad state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550. Accordingly, this report is not suitable for any other purpose.

HCT Certified Public Accountants & Consultants, LLC

Hollywood, Florida
June 29, 2021

City of South Bay
Schedule of Expenditures of Federal Awards and State Financial Assistance
For the Year Ended September 30, 2020

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA #	Contract Number	Program Award Amount	Reimbursable/ Disbursements Expense
HUD	14.218	B-19-UC-12-0004	$ 32,823	$ 29,720
Community Development Block Grant CDBG				
Passed thru PB County - Code Enforcement Payroll				
FEMA Hazard Mitigation Grant	97.039	H0198	124,416	76,000
Passed through FL Division Emergency Management				
Community Development Block Grant CDBG	14.218	B-10-UC-12-0004	456,101	
Passed thru PBC		B-12-UC-12-0004	447,500	3,800
Cox & Tanner park Improvement				
Total			$ 1,060,840	$ 109,520

State Agency/Pass-Through Grantor/Program Title	State CSFA #	Contract Number	Program Award Amount	Reimbursable/ Disbursements Expense
FL Dept. of EPA	37.039	LP50102	$ 700,000	$ 21,125
Flood Control				
FL Division Emergency Management	31.066	18SR-3C-10-60-02-087	337,500	247,826
FDOT	55.039	G-0Z83	320,000	474,863
State Legislative Earmark				
FDOT				
Small County Outreach Program	55.009	G-0J22	1,874,538	423,279
FDOT				
Small County Outreach Program	55.009	G-1599	1,307,813	105,300
Total			$ 4,539,851	$ 1,272,393

See the accompanying notes to the Schedule of Expenditures of Federal Awards and State Financial Assistance

City of South Bay, Florida
Notes to the Schedule of Expenditures of Federal Awards and State Financial Assistance
For the Fiscal Year Ended September 30, 2020

NOTE 1 – GENERAL

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance (the "Schedule") represents all of the Federal Awards and State Financial Assistance of the City during the fiscal year ended September 30, 2019. The information in this Schedule is presented in accordance with the requirement of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General. Therefore, the Schedule presents only a selected portion of the operations of the City; it is not intended to, and does not present the financial position, changes in net postition, or cash flows of the City.

NOTE 2 – BASIS OF ACCOUNTING

The accompanying Schedule is presented using the accrual basis of accounting. Expenditures are recognized when they become a demand on current available financial resources.

NOTE 3 – INDIRECT COST RATE

The City has elected not to use the 10% de Minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 4 – CONTINGENCY

The grant revenue amounts received are subject to audit and adjustment. If any expenditure is disallowed by a grantor agency as a result of such an audit, any claim for reimbursement to the grantor agencies would become a liability of the City. In the opinion of management, all grant expenditures are in compliance with the terms of the grant agreement and applicable federal laws and regulations.

City of South Bay, Florida
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended September 30, 2020

I. Summary of Independent Auditor's Results

Financial Statements

Type of report the auditor issued: **Unmodified**

Internal control over financial reporting:

- Material weakness(es) identified? ___yes _ ___no
- Significant deficiency(ies) identified? ___yes __X_none reported

Noncompliance material to financial statements noted? ___yes __X_no

State Financial Assistance

Internal control over financial reporting:

- Material weakness(es) identified? ___yes __X_no
- Significant deficiency(ies) identified? ___yes __X_none reported

Type of auditor's report issued on compliance for major programs: **Unmodified**

Any audit findings disclosed that are required to be reported in accordance with state projects pursuant to Chapter 10.550, rules of the Auditor General? ___Yes __X_no

Identification of major programs:

CSFA Number(s) and Name of Federal Program:

55.039 – Small County Outreach Program

Dollar threshold used to distinguish between type A and type B programs: $ 381,718

II. Prior Year Findings

None

III. Financial Statement Findings

2020-001 – Missing supporting documentation

Finding Type: Internal Control and Significant Deficiency

Condition:
During our review of the detailed expenditure testing, we noted some of the transactions were missing adequate supporting documentation.

Criteria:
Section 218.33, *Florida Statutes*, require that local government entities establish and maintain internal controls designed to: prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.

Cause:
Management was unable to provide supporting documentation for some expenditures during testing.

Effect:
Not adhering to policies and procedures in place opens the City for potential fraud or higher risk of material misstatement.

Recommendation:
We recommend that the City ensure all existing policies and procedures are followed and maintained for all transactions.

Views of responsible officials and planned corrective actions: Management concurs and will work to provide all documents prospectively.

IV. Federal Award Findings and Questioned Costs

None Noted

V. State Award Findings and Questioned Costs

None Noted

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Honorable Mayor and Members of City Council
The City of South Bay, Florida

We have examined the City of South Bay, Florida's (the "City") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the year ended September 30, 2020. Management is responsible for City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the *American Institute of Certified Public Accountants* and, accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2020. This report is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representative, the Florida Auditor General, management, and the City Council and is not intended to be and should not be used by anyone other than these specified parties.

HCT Certified Public Accountants & Consultants, LLC

Hollywood, Florida
June 29, 2021

MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Honorable Mayor and Members of the City Commission
City of South Bay, Florida

Report on the Financial Statements
We have audited the financial statements of the City of South Bay, Florida (the 'City'), as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated June 29, 2021.

Auditor's Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements
We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated June 29, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no such findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority
Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. There were no component units associated with the City.

Financial Condition and Management
Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units
Sections 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters
Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Mayor, Members of the City Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

HCT Certified Public Accountants & Consultants, LLC
Hollywood, Florida
June 29, 2021

RESOLUTION 24-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND R & D PAVING, LLC FOR THE RECONSTRUCTION OF SOUTH BAY ROADWAYS PROJECT / GLADES AREA RESURFACING AND RECONSTRUCTION PROJECT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida ("City") is in need of roadway improvement within its city limits; and

WHEREAS, R & D Paving, LLC has submitted a proposal to the City as the lowest responsive and responsible bidder in response to Invitation for Bid ITB 2021-01, to perform said milling, resurfacing and reconstruction work for the amount of One Hundred Ninety-Five Thousand Four Hundred Sixteen Dollars and 50/100 ($195,416.50); and

WHEREAS, the City has allocated One Hundred Ninety-Five Thousand Four Hundred Sixteen Dollars and 50/100 ($195,416.50) from its Capital Improvement Project to fund the completion of this roadway project; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to enter into the Agreement attached hereto as Composite Exhibit "A" with R & D Paving, LLC to perform road reconstruction work; and

WHEREAS, City Commission has determined that this Economic Development Transportation Project for Glades Area Street Resurfacing and Reconstruction Project is in the best interest of the residents of the City.

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

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

Section 2. Approval of Agreement; Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Agreement between R & D Paving, LLC and the City of South Bay for the

Economic Development Transportation Project for Glades Area Resurfacing and Reconstruction Project, Phase 4 as set forth in Composite Exhibit "A" attached hereto.

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

PASSED and **ADOPTED** this 20th day of July 2021.

_____
Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year 2021, by and between the City of South Bay, (hereinafter called OWNER) and R & D Paving, LLC (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WHEREAS, the City of South Bay, Florida ("City") is in need of roadway improvement within its city limits; and

WHEREAS, R and D Paving, LLC has submitted a proposal to the City as the lowest responsive and responsible bidder in response to Invitation for Bid ITB 2021-01, to perform said milling, resurfacing and reconstruction work for the amount One Hundred Ninety-Five Thousand Four Hundred Sixteen Dollars and 50/100 ($195,416.50); and

WHEREAS, the City has allocated One Hundred Ninety-Five Thousand Four Hundred Sixteen Dollars and 50/100 ($195,416.50) from its Capital Improvement Project to fund the completion of this roadway project; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") desires to enter into the Agreement attached hereto as Composite Exhibit "A" with R and D Paving LLC to perform road reconstruction work; and

WHEREAS, City Commission has determined that this Economic Development Transportation Project for Glades Area Street Resurfacing and Reconstruction Project is in the best interest of the residents of the City.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

MILLING, RESURFACING AND RECONSTRUCTION OF NW 1ST AVENUE. ALSO, NW 2ND STREET.

ARTICLE 2 - ENGINEER

The Project has been designed by CAP Engineering Inc., who is hereinafter called ENGINEER and who is to act as OWNER's representative, shall assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 Work will be substantially completed within **200** days from the date of Notice to Proceed, and shall be finally complete within **230** days from the date of Notice to Proceed.

3.2 **LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR and/or CONTRACTOR'S Surety shall pay OWNER Two Hundred Fifty and 00/100 dollars ($250.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR and/or CONTRACTOR'S Surety shall pay OWNER Five Hundred and 00/100 ($500.00) for each day that expires after the time specified in paragraph 3.1 for final completion and readiness for final payment until the Work is completed and ready for final payment.**

3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4 - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The amount of One Hundred Ninety-Five Thousand Four Hundred Sixteen Dollars and 50/100 ($195,416.50), is based on the price(s) in the Schedule of Values.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction

as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, if any, based on the number of units completed).

5.1.1. Prior to successful completion of 50% of the work, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions and any applicable Supplementary Conditions.

90% of Work completed.

0% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.02.A of the General Conditions).

5.1.2. Upon successful completion of 50% of the work, progress payments will be made in an amount equal to 95% of work completed, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions and any applicable Supplementary Conditions.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07 of the General Conditions.

ARTICLE 6 – CHANGE ORDERS

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

4. Commission Approval

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

7.5 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement.

8.2 Performance Bond and Payment Bond (plus Power of Attorney Forms as applicable) and as set forth in the ITB.

8.3 Notice of Award.

8.4 General Conditions and Supplementary Conditions.

8.5 Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition (not attached hereto) and Florida Department of Transportation Design Standards, latest edition (not attached).

8.6 Owner and Florida Department of Transportation's "Economic Development Transportation Project Fund Agreement" dated November 4, 2013 (not attached hereto).

8.7 Drawings attached hereto and/or referenced in the List of Drawings (which may or may not be attached hereto).

8.8 Addenda numbers ____ to ____, inclusive.

8.9 CONTRACTOR'S Bid.

8.10 The following which may be delivered or issued after the Effective Date of the Agreement may not be attached hereto: Notice to Proceed, all written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained on the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.3 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.

9.10 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.

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

9.12 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.

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

9.14 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.

9.15 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.

9.16 This Agreement together with Contract Documents, attached as an Exhibit hereto, 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.

9.17 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.

9.18 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 Camel, City Manager
335 SW 2nd Avenue
South Bay, Florida 33493

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

CONTRACTOR: Nancy G. Rosso, President
R & D Paving, LLC
400 Executive Center Dr. Suite 210
West Palm Beach, FL 33401

9.19 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.

ARTICLE 10 -- INDEMNIFICATION AND INSURANCE

10 (a) Indemnification

CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and all of their respective officers, agents, and employees, from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, fees and charges of engineers, architects and other

professionals, and all court, arbitration or other dispute resolution costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Contract Documents. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the OWNER when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by OWNER in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the OWNER as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the OWNER to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

10 (b) Insurance

i. 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.

ii. 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.

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

iv. 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.

v. Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars ($750,000.00) 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 minim 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.

vi. 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.

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

ARTICLE 11 – SALES TAX INFORMATION

11.1 The Owner is exempt from the payment of Florida State Sales and Use Tax.

ARTICLE 12 - PROJECT SIGNAGE AND BARRICADES; MAINTENANCE OF TRAFFIC; PUBLIC SAFETY AND CONVENIENCE

12.1 CONTRACTOR shall provide signs, barricades and flashing lights reasonably necessary for the protection of the work and the safety of the public, as determined and directed by the OWNER, in its sole discretion.

12.2 CONTRACTOR shall, at all times, conduct its work as to insure the lease possible obstruction and inconvenience to: normal pedestrian and vehicular traffic; access to all public and private properties during all stages of the Work; and to the general public and the residents in the general vicinity of the Work.

12.3 CONTRACTOR shall be responsible for the proper and efficient maintenance of traffic. No more than one-half (1/2) of the subject road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. No road or street shall be closed to the public, except with the permission of the proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks, public telephones, drainage ditches and irrigation ditches.

12.3 In performing the requirements of this Article, CONTRACTOR shall adhere to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and Design Standards, latest edition and any applicable ordinances, statutes and regulations.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ENGINEER on their behalf.

OWNER: **City of South Bay** CONTRACTOR_____

By _____ By _____

Joe Kyles, Mayor

Nancy G. Rosso, President
R & D Paving, LLC

Attest:

_____ _____

Natalie Malone, City Clerk

(SEAL) (CORPORATE SEAL)

APPROVED AS TO FORM

_____

City Attorney

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents for **MILLING, RESURFACING AND RECONSTRUCTION OF NW 1ST AVENUE ALSO, NW 2ND STREET** and that after such examination I am of the opinion that the execution of the Agreement, the Performance Bond and Payment Bond to be provided are in due and proper form.

Contractor's Attorney

_____
Print Name

_____
Signature

This _____ day of _____, 2021.

EXHIBIT "A"

(RESPONSE FOR MILLING, RESURFACING AND RECONSTRUCTION CITY OF SOUTH BAY ROADWAYS PROJECT – CITY OF SOUTH BAY BID NO. ITB 2021-01)

EXHIBIT "B"

BID TABULATION/PRICE FOR SERVICES

EXHIBIT "C"

BID SPECIFICATIONS AND DRAWING

BID TABULATION

ITB No. 2021-01 - Three contractor bids submitted by 10:00 AM on June 7, 2021 at City Hall, City of South Bay, Florida. Tabulation is from Addendum #3 Bid Form submitted by Bidders.

PROJECT: ITB 2021-01 NW 2nd Street and NW 1st Avenue Road Improvements, City of South Bay, Florida					General Asphalt Co., Inc. Miami, FL		Weekley Asphalt Paving, Inc. Pembroke Pines, FL		R&D Paving, LLC West Palm Beach, FL	
ITEM	PAY ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
Project (1): NW 2nd Street Road Reconstruction, Milling & Resurfacing from US-27 to NW 10th Avenue										
1	101-1	MOBILIZATION	LS	1.00	$ 25,000.00	$ 25,000.00	$ 5,600.00	$ 5,600.00	$ 8,681.00	$ 8,681.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1.00	$ 7,700.00	$ 7,700.00	$ 1,000.00	$ 1,000.00	$ 3,855.00	$ 3,855.00
3	110-1-1	CLEARING AND GRUBBING	LS	1.00	$ 11,550.00	$ 11,550.00	$ 1,000.00	$ 1,000.00	$ 13,833.75	$ 13,833.75
4	285-70-9	OPTIONAL BASE GROUP 09	SY	945.00	$ 24.78	$ 23,417.10	$ 51.98	$ 49,121.10	$ 21.10	$ 19,939.50
5	327-70-5	MILLING EXIST. ASPHALT PAVEMENT, 2.0" AVERAGE	SY	2549.00	$ 4.50	$ 11,470.50	$ 3.75	$ 9,558.75	$ 4.60	$ 11,725.40
6	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C, 2.25" AVERAGE	TN	333.00	$ 140.00	$ 46,620.00	$ 130.00	$ 43,290.00	$ 107.20	$ 35,697.60
7	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6'' THICK	SY	2.00	$ 1,100.00	$ 2,200.00	$ 400.00	$ 800.00	$ 1,315.65	$ 2,631.30
8	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	7.00	$ 379.50	$ 2,656.50	$ 335.00	$ 2,345.00	$ 583.00	$ 4,081.00
9	700-1-60	SINGLE POST SIGN, REMOVE	EA	4.00	$ 5.50	$ 22.00	$ 40.00	$ 160.00	$ 203.50	$ 814.00
10	706-1-1	RAISED PAVEMENT MARK, TYPE B W/O FINAL SURFACE	EA	56.00	$ 3.85	$ 215.60	$ 4.50	$ 252.00	$ 5.80	$ 324.80
11	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	LF	23.00	$ 3.85	$ 88.55	$ 4.50	$ 103.50	$ 7.70	$ 177.10
12	711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM	0.37	$ 7,810.00	$ 2,889.70	$ 4,500.00	$ 1,665.00	$ 6,930.00	$ 2,564.10
13	711-15-201	THERMOPLASTIC, STANDARD-OP, WHITE, SOLID 6"	GM	0.38	$ 7,810.00	$ 2,967.80	$ 4,500.00	$ 1,710.00	$ 6,930.00	$ 2,633.40
				Project (1) NW 2nd Street Subtotal		**$ 136,797.75**		**$ 116,605.35**		**$ 106,957.95**
Project (2): NW 1st Avenue Road Reconstruction, Milling & Resurfacing from SR-80 to Railroad										
14	101-1	MOBILIZATION	LS	1	$ 25,000.00	$ 25,000.00	$ 6,600.00	$ 6,600.00	$ 14,000.00	$ 14,000.00
15	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 7,700.00	$ 7,700.00	$ 1,000.00	$ 1,000.00	$ 2,535.00	$ 2,535.00
16	104-10-3	SEDIMENT BARRIER	LF	1191	$ 4.02	$ 4,787.82	$ 1.39	$ 1,655.49	$ 1.70	$ 2,024.70
17	104-18	INLET PROTECTION SYSTEM	EA	4	$ 97.75	$ 391.00	$ 125.00	$ 500.00	$ 75.00	$ 300.00
18	285-70-9	OPTIONAL BASE GROUP 09	SY	164	$ 24.78	$ 4,063.92	$ 51.98	$ 8,524.72	$ 33.65	$ 5,518.60
19	327-70-5	MILLING EXIST. ASPHALT PAVEMENT, 2.0" AVERAGE	SY	2885.000	$ 4.50	$ 12,982.50	$ 3.75	$ 10,818.75	$ 4.05	$ 11,684.25
20	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C, 2.25" AVERAGE	TN	357.000	$ 140.00	$ 49,980.00	$ 130.00	$ 46,410.00	$ 106.60	$ 38,056.20
21	425-6	VALVE BOXES, ADJUST	EA	2	$ 500.00	$ 1,000.00	$ 470.00	$ 940.00	$ 495.00	$ 990.00
22	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	11	$ 379.50	$ 4,174.50	$ 400.00	$ 4,400.00	$ 533.50	$ 5,868.50
23	700-1-60	SINGLE POST SIGN, REMOVE	EA	5	$ 5.50	$ 27.50	$ 40.00	$ 200.00	$ 203.50	$ 1,017.50
24	706-1-1	RAISED PAVEMENT MARK, TYPE B W/O FINAL SURFACE	EA	63.000	$ 3.85	$ 242.55	$ 5.00	$ 315.00	$ 5.80	$ 365.40
25	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID 24"	LF	18	$ 3.85	$ 69.30	$ 5.00	$ 90.00	$ 7.70	$ 138.60
26	711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM	0	$ 7,810.00	$ 3,124.00	$ 4,500.00	$ 1,800.00	$ 6,930.00	$ 2,772.00
27	711-15-201	THERMOPLASTIC, STANDARD-OP, WHITE, SOLID 6"	GM	0.460	$ 7,810.00	$ 3,592.60	$ 4,500.00	$ 2,070.00	$ 6,930.00	$ 3,187.80
				Project (2) NW 1st Avenue Subtotal		**$ 117,135.69**		**$ 85,323.96**		**$ 88,458.55**
				BID TOTAL AMOUNT {Project (1) + Project (2)}		**$ 253,933.44**		**$ 201,929.31**		**$ 195,416.50**
				BID TOTAL AMOUNT {Project (1) + Project (2) from Bid Form}		$ 253,933.44		$ 201,929.31		$ 195,416.50
				Written Bid		$ 253,933.44		$ 201,929.31		$ 195,416.50
				Bid Qualified (Yes/No)		**Yes**		**Yes**		**Yes**
				BID RANK		**3**		**2**		**1**

Lowest Responsive Bidder Recommended for Award: **R&D Paving, LLC**

Tabulated by CAP Engineering, Inc., June 15, 2021

LEGAL NOTICE

Sealed bids will be received by the City of South Bay, Florida, at the City Clerk's office, City Hall,
335 SW 2nd Ave, South Bay, Florida, 33493 until:

10:00 am	**Monday, May 24, 2021**
Time	Date

at which time they will be opened and recorded. Such bids to provide for the furnishing of:

INVITATION TO BID 2021-01

Milling and Resurfacing

OF NW 1ST AVENUE and NW 2ND STREET

A mandatory pre-bid meeting is scheduled for **10:00 am**, local time, at the City of South Bay, City Hall, Commission Chamber located at 335 SW 2nd Ave, South Bay, Florida 33493, on **Thursday, May 13, 2021.** Failure to attend the mandatory pre-bid meeting shall result in rejection of your bid.

The resulting contract shall be awarded to the lowest, responsive and responsible bidder whose bid meets the requirements and criteria set forth in this ITB and whose award will be in the best interest of and most advantageous to the City of South Bay, taking into consideration, among other things, bid amount, the financial responsibility of the bidder, quality of materials, personnel and equipment resources, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance and such other abilities of the bidder that the City in its sole discretion determines will enable it to perform effectively and efficiently the contract being bid upon. A bid tab for each project is required and the two bid tabs will be added to determine the contractor's project bid.

The envelope containing the bid shall be marked as follows:
SEALED BID 2021-01
BIDDER'S NAME AND ADDRESS

TO BE OPENED	**10:00 A.M.**	**May 24, 2021**
	Time	**Date**

Bids must be accompanied by a Bid Bond/Security in the amount of ten percent (10%) of the Bid and must accompany each Bid in accord with the Instructions to Bidders.

The successful Bidder, who is awarded the contract, will be required to furnish a 100% Construction Payment and Performance Bond meeting the requirements of Section 255.05 Florida Statutes and Section 337.18(1), Florida Statutes.

No bidder may withdraw his or her bid for a period of ninety (90) days after submission by the date set for the opening thereof.

The complete Invitation to Bid including specifications and bid forms may be obtained by bona fide bidders from the City of South Bay website at: http://www.southbaycity.com

THE CITY OF SOUTH BAY
Natalie Malone, City Clerk

PUBLISH: Lake Okeechobee News, April 28, 2021
Demand Star, April 28, 2021

CITY OF SOUTH BAY

335 SW 2nd AVENUE, SOUTH BAY, FL 33493
T: (561) 996-6751 F: (561) 996-7950
www.southbaycity.com

ITB NO. 2021-01
Milling and Resurfacing
OF NW 1ST AVENUE And NW 2ND STREET

MAYOR	**JOE KYLES**
VICE MAYOR	**BETTY BENARD**
COMMISSIONER	**ESTHER BERRY**
COMMISSIONER	**TARANZA MCKELVIN**
COMMISSIONER	**JOHN WILSON**
CITY MANAGER	**LEONDRAE D. CAMEL**
CITY CLERK	**NATALIE MALONE**
CITY ATTORNEY	**BURNADETTE NORRIS-WEEKS**

SEALED BIDS FOR
INVITATION TO BID NO. 2021-01

Milling and Resurfacing

OF NW 1ST AVENUE And NW 2ND STREET

BIDS TO BE OPENED

May 24, 2021 at 10:00 A.M.

Mail Complete Bid Packets to:
CITY OF SOUTH BAY
335 SW 2ND AVE
SOUTH BAY, FL 33493

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THE CITY OF SOUTH BAY
Natalie Malone, City Clerk

PUBLISH: Lake Okeechobee News, April 28, 2021
Demand Star, April 28, 2021

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INSTRUCTIONS TO BIDDERS

ARTICLE 1. DEFINED TERMS.

1.1 Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner (City of South Bay), as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

ARTICLE 2. COPIES OF BIDDING DOCUMENTS.

2.1 Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Owner or downloaded from the City's website: http://www.southbaycity.com (unless another issuing office is designated in the Advertisement or Invitation to Bid).

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

2.4 AutoCad files and/or raw data will not be provided for use in preparing Bids.

2.5 For information concerning this Bid, please contact: **Mohan Thampi, PE.**City Engineer at **O** 305.448.1711 **Ext 3411**

ARTICLE 3. QUALIFICATIONS OF BIDDERS.

3.1 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below:

A. Evidence of Bidder's authority to do business in the State of Florida, Palm Beach County and the City of South Bay.

B. Bidder's state contractor license number, if applicable.

C. References from a minimum of five (5) other project owners for comparable projects.

D. Letter establishing the Bidder's bonding capacity for the value of the Project.

E. The Owner reserves the right to request a Bidder under consideration for award to furnish a confidential certified financial statement, current within the past quarter, which must be a complete report of the financial resources and liabilities or as otherwise requested by the Owner. Regardless of the foregoing, such information will be subject to F.S. 119.01, *et seq.*

3.2 Competency Requirements. Bids will be considered only from firms which are regularly engaged in the business of providing the contracting services as described in this Invitation to Bid and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; have sufficient financial support, sufficient personnel, delivery equipment and organization to insure that they can satisfactorily perform the construction of the project if awarded a Contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Owner. Pre-award inspection of the Bidder's facility may be made prior to award of Contract.

ARTICLE 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1 Subsurface and Physical Conditions

A. Reports and drawings, if any, will be attached to the Contract Documents. Such reports and drawings may include:

(1) Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.

(2) Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents. Unless otherwise set forth in the Supplementary Conditions, there is no "technical data" in any of the reports and drawings that may be relied upon by the Contractor. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.2 Underground Facilities

Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner or others.

4.3 Hazardous Environmental

A. Reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site, if any, will be attached to the Contract Documents.

B. Copies of reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents. Unless otherwise set forth in the Supplementary Conditions, there is no "technical data" in any of the reports and drawings that may be relied upon by the Contractor. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.4 Costs for such documents will be based on current rates for reproduction and will not be eligible for any refund.

4.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the site which was not shown or indicated in the Drawings or Specifications or identified in the Bidding Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.6 On request in advance, Owner will provide each Bidder access to the site(s) to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such activities. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.7 It is the responsibility of each Bidder before submitting a Bid, to:

A. Examine and carefully study the Bidding Documents thoroughly and other related data identified in the Bidding Documents;

B. Visit the site to become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work;

C. Become familiar with and satisfy Bidder as to all federal, state and local Laws, rules, regulations, codes, ordinances, directives and guidelines that may affect cost, progress, performance or furnishing of the Work;

D. Carefully study all identified reports, tests and drawings, if any, related to surface, subsurface and physical conditions and Hazardous Environmental Conditions;

E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the site; the Bidding Documents; and the identified Site-related reports and drawings, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents;

F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by Owner and others, if any, at the Site that relates to the Work;

H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5. MANDATORY PREBID MEETING

5.1 A Mandatory Pre-bid Meeting will be held on **Thursday, May 13, 2021 at 10:00am** (local time) at the **City of South Bay City Hall**, 335 SW 2nd Ave, South Bay, Florida. Representatives of the Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the Meeting. Owner will endeavor to transmit to all prospective Bidders of record such addenda as Owner and/or Engineer considers necessary in response to questions arising at the Meeting; however, it is the sole responsibility of every bidder to verify with the Owner whether any addendum has been issued prior to submitting a bid.

ARTICLE 6. SITE AND OTHER AREAS.

6.1 The Site(s) is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities, if any, are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7. INTERPRETATIONS AND ADDENDA.

7.1 All questions about the meaning or intent of the Contract Documents are to be directed, in writing, to the Owner, attention **Mohan Thampi, PE**., City Engineer, at fax number . Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda. **The deadline for questions is May 17, 2021 @ 10: 00am** . Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. The Owner will endeavor to make sure all potential bidders receive such addendum by posting the addendum on the City's website (www.southbaycity.com) for the respective solicitation; however, it is the sole responsibility of every bidder to verify with the Owner whether any addendum has been issued prior to submitting a bid.

7.2 Submission of a Bid constitutes acknowledgment by the Bidder of the receipt of Addenda. All Addenda are a part of the Bid documents and each Bidder will be bound by such Addenda, whether or not received by him. It is the responsibility of each Bidder to verify that he has received all Addenda issued before Bids are opened.

7.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or the Engineer.

ARTICLE 8. BID SECURITY.

8.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions and section 287.0935, Florida Statutes and made payable to the City of South Bay.

8.2 The Bid security of the Successful Bidder shall be retained until such Bidder has executed the Contract Documents and furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security upon request after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award and the Bid security of the Bidder shall be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the **121st** day after the posting of the recommended award, whereupon Bid security furnished by such Bidders will be returned. Bid security of other Bidders whom Owner believes do not have a reasonable change of receiving the award, will be returned within seven days after the Bid opening.

ARTICLE 9. CONTRACT TIME.

9.1 The number of days within which or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement. If Contract Times are left blank in the Bid Form, the time for Substantial Completion and final completion are to be set forth by Bidder in the Bid and will be included in the Agreement. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the Successful Bidder to satisfy Owner of Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Bid.

ARTICLE 10. LIQUIDATED DAMAGES.

10.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11. MATERIALS; SUBSTITUTE OR "OR-EQUAL" ITEMS.

11.1 All materials supplied by the Contractor under the provisions of this Bid shall be new materials of the kind and character called for in the plans and Specifications. Defective equipment or material damages in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the Owner. All materials and equipment to be furnished under this Bid shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

11.2 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, written application for such acceptance must be received by Engineer **at least 15 days prior to the date for receipt of Bids**. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

12.1 If the Bid Form, Specifications or Supplementary Conditions require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven

days after the Bid opening (or seven days after request by Owner) submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each Subcontractor, Supplier, person or organization if requested by Owner. Subcontractors shall be required to meet the Competency of Bidder and References requirements set forth in the General Information section of the Contract Documents. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, either may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

12.2 If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and the Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions. All subcontractors, suppliers and other persons and organizations proposed for those portions of the work shall be properly licensed to perform such work.

12.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom Contractor has reasonable objection.

ARTICLE 13. PREPARATION OF BID AND BID FORM.

13.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Owner (or the issuing office). Bid submittals must be made on the blank forms provided herein. All blank spaces in the Bid form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form.

13.2 All blanks on the Bid Form must be completed in ink or by typewriter.

13.3 Each bid form shall specify a unit price written in figures for each of the separate items as called for, except when the Bid calls for a lump sum. Lump sum Bids shall be shown in figures.

13.4 Any Bid submittal which does not contain prices set opposite each of the items for which there is a blank space will be cause for rejection. Any items not bid upon shall be indicated "NO BID" in place of the price. Any Bid which in any manner fails to conform to the conditions of the published notice will be cause for rejection.

13.5 In the event of an extension error, the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total offer will be corrected accordingly. If there is a conflict, words take precedence over figures. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.6 Bids by corporations or such entities such as, but not limited to a Limited Liability Company must be executed in the corporate name by the president, vice-president or manager (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary, if applicable. The corporate address and state of incorporation must be shown below the signature.

13.7 Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. Bids by Limited Liability Companies must be executed in accordance with their corporate documents. Bids by an individual must be signed by the individual and include the primary mailing address of the individual.

13.8 All names must be typed or printed below the signature. Bids must be signed in ink by the Bidder with the signature in full.

13.9 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

13.10 The address and telephone number for communications regarding the Bid must be shown.

13.11 Bids that contain any omission, erasure, alteration, addition, or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of a Bid.

13.12 If a Bidder wishes to change unit prices prior to Bid submission, they shall strike the unit price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the Bid. Any changes or alteration of unit prices in the Bid shall be initialed. Failure to initial these changes or illegible entries of corrections or unit prices may be cause for the rejection of the Bid as informal or irregular.

ARTICLE 14. VARIANCES.

14.1 The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the Specifications for the Contract being bid. For purposes of Bid evaluation, Bidder must indicate any variances to the Contract Documents, including but not limited to, Specifications, terms and conditions, no matter how slight. If variations are not stated in the Bid, it shall be construed that the Bid fully complies with the Bidding Documents, including but not limited to, Specifications, terms and conditions as given herein.

ARTICLE 15. VENDOR SERVICE REPRESENTATIVE.

15.1 The Bidder must submit with its Bid the name, address and phone number of the person(s) to be contacted for the placement of an order and/or coordination of service. A contact for regular work-hours and after-hours, weekends, and holidays must be submitted with the Bid.

ARTICLE 16. SUBMISSION OF BIDS.

16.1 Bids shall be submitted no later than at the date and time prescribed and at the place indicated in the Advertisement /Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Bid Number (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **Sealed Bid No. ITB 2021-01 to be opened 10:00am local time,** on the 24th day of May 2021, on its face.

16.2 It is the sole responsibility of the Bidder to ensure that the Bid reaches the Clerk's Office on or before the closing date and time. The Owner shall in no way be responsible for delays caused by any occurrence or excuse. Offers by telephone, telegram or facsimile will not be accepted. The Bid time shall be scrupulously observed. Under no circumstances shall Bids delivered after the date and time specified be considered. Such Bids will be returned unopened to the Bidder.

16.3 All Bids must be submitted with one (1) original and three (3) complete copies.

16.4 The submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey a clear understanding of all terms and conditions for performance.

16.5 Failure to provide the required documentation and information with the Bid submitted shall make the Bidder nonresponsive unless the Owner, in its sole discretion and in the best interests of the Owner, determines the acceptability of the materials and value engineering offered through documentation and information available to the Owner as of the date and time of the Bid opening.

ARTICLE 17. MODIFICATION AND WITHDRAWAL OF BIDS.

17.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to date and time set for the opening of Bids. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer until one or more of the Bids have been duly accepted by the Owner.

17.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

17.3 A Bidder shall not be allowed to modify its Bid after the opening date and time except as otherwise set forth herein.

ARTICLE 18. OPENING OF BIDS.

18.1 Bids will be opened publicly as indicated in the Advertisement or Invitation to Bid.

18.2 When Bids are opened publicly they will be read aloud, and the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

18.3 Bid files may be examined during normal working hours, after Bid opening, by appointment and pursuant to Florida Statutes.

ARTICLE 19. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All Bids will remain subject to acceptance for **120** days after the posting of the intended recommended award, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

ARTICLE 20. ADDITIONAL TERMS AND CONDITIONS.

20.1 No additional terms and conditions included with the Bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, Specifications, literature, price lists or warranties. It is understood and agreed that these Instructions, the General and Supplementary Conditions and the Specifications in this Bid solicitation are the only conditions applicable to this Bid and the Bidder's authorized signature affixed to the Bid form attest to this.

ARTICLE 21. RESPONSIVE AND RESPONSIBLE BIDDER.

21.1 Only those Bidders considered both responsive and responsible shall be considered for award of a Contract by the Owner. A responsible Bidder shall be a person, firm, partnership, or corporation or other entity who has submitted a Bid, which conforms in all material respects to the Contract Documents and the requirements of the Bidding Document. A responsible Bidder shall be a person, firm, partnership, corporation or other such entity that has the capability in all respects to perform fully the Contract Document requirements and has the integrity and reliability which will assure the good and faithful performance of the Contract.

ARTICLE 22. EVALUATION OF BIDS AND AWARD OF CONTRACT.

22.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to the Bidder, whether because the Bid is not responsive or fails to meet the Competency of Bidder and Reference requirements set forth herein or fails to meet any other pertinent standard or criteria established by Owner.

22.2 In evaluating Bids, Owner will consider the qualifications, competency and references of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and/or lump sums and other data, as may be requested in the Bid Form or prior to the Notice of Award.

22.3 Owner may consider the qualifications, competency, and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in Supplementary Conditions (or as requested by Owner after the Bids are received). Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

22.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

22.5 If the Contract is to be awarded, it will be awarded to the lowest, responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. The Owner may consider any substitutions or alternates in the determination of the lowest Bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidder and the Owner is satisfied that the Bidder is qualified to provide and construct the project to the satisfaction of the Owner. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 120 days after the posting of the recommended award.

22.7 When Bidder is permitted to designate the Contract Time, Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion.

22.8 The successful Bidder, who is awarded the contract, shall be required to furnish a 100% Construction Payment and Performance Bond meeting the requirements of Section 255.05 Florida Statutes.

ARTICLE 23. BID TABULATIONS

23.1 Bid tabulations with recommended awards will be posted for review at the offices of the Clerk. Bid tabulations will not be provided by telephone.

23.2 Tie Bids may be awarded to one of the qualified Bidders based on the criteria, in the following order:

a) Availability or completion period
b) Previous Contractor Record
c) Drug Free Workplace
d) If all conditions are equal, the award shall be determined by drawing lots or flip of a coin, as determined by the Owner.

ARTICLE 24. DISQUALIFICATION OF BIDDER

24.1 Bidder may be disqualified and its Bid rejected for any of the following:

a) Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
b) Reason to believe that collusion exists among or between Bidders
c) Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of others.
d) Bidder's uncompleted workload, which in the judgment of the Owner, may cause detrimental impact or impair the prompt completion of this Contract.
e) Lack of responsibility on the part of Bidder, (for example, no Bidder would be considered responsible who had failed to carry out any Contract in which the Owner had been directly or indirectly concerned), or to which Bidder failed to perform on other projects.
f) A determination by Owner of the Contractor's lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.
g) Substantial evidence of bad character or dishonesty.
h) Bidder is involved in any current litigation with Owner.
i) Bidder has defaulted on any contract or is in arrears on any contract.

ARTICLE 25. CONTRACT SECURITY.

25.1 Article 5 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bond. When the successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bond.

ARTICLE 26. SIGNING OF AGREEMENT.

26.1 When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter, the Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bond. In the event the successful Bidder fails to execute the Contract and return same to the Owner within the stipulated fifteen (15) days, the Owner may disqualify the Bid, and said Bidder shall not be permitted to contest to the contrary and does waive such right upon submitting a Bid.

ARTICLE 27. DISPUTES

27.1 Any actual or prospective Bidder, Proposer, or Contractor who is aggrieved in connection with a solicitation or award of a Bid or contract may avail themselves of the procedures contained in Section 2-431(d)(6) of the Owner's Code of Ordinances as amended for time to time in order to resolve disputed matters or complaints.

ARTICLE 28. LICENSES, PERMITS, AND CERTIFICATION.

28.1 It shall be the responsibility of the Contractor to obtain at no additional cost to the Owner any and all licenses and permits required to complete this Contractual service.

28.2 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing.

28.3 An Occupational License obtained from the Owner shall be required of any person maintaining a permanent business location or branch office within the City of South Bay.

28.4 A copy of any licenses and permits shall be submitted with the Bid and must be in the name of the vendor shown on the Bid submittal.

ARTICLE 29. PREPARATION EXPENSE.

29.1 Neither the Owner nor its representatives will be liable for any expenses incurred in connection with the preparation, presentation or submittal of any Bid.

ARTICLE 30. QUANTITIES.

30.1 In the case of unit price items, the quantities of materials to be furnished under this Contract, as given in the Bid, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The Owner nor its representatives does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder place misunderstanding or deception because of such estimate or quantities. Payment to the Contractor will be made only for the actual quantities of material furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit prices Bids.

ARTICLE 31. NON-COLLUSION.

31.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).

ARTICLE 32. CODE OF ETHICS.

32.1 If any Bidder violates or is a party to a violation of the Code of Ethics of the Owner, Palm Beach County, and/or of the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the Owner.

ARTICLE 33. CONFLICT OF INTEREST.

33.1 The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the City, the Palm Beach County Code of Ethics, and in the Florida Statutes. All Bidders must complete the Conflict of Interest Form attached hereto.

ARTICLE 34. DRUG FREE WORKPLACE PROGRAMS.

34.1 Preference may be given to businesses with Drug-Free Work Place Programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW may be given preference in the award process.

ARTICLE 35. EEO STATEMENT.

35.1 The Owner is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, and sex.

ARTICLE 36. LEGAL REQUIREMENTS.

36.1 Federal, State, County and Owner laws, ordinances, rules, codes, guidelines, directives and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

ARTICLE 37. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT.

37.1 The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

ARTICLE 38. NON-APPROPRIATIONS.

38.1 The obligations of the Owner to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Owner, at its sole discretion, shall have the right to reject all Bids.

ARTICLE 39. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP.

39.1 All material submitted regarding this Bid becomes the property of the Owner. Pursuant to sec. 119.07(1), Fla. Stat., sealed Bids received by the Owner pursuant to a competitive solicitation are subject to disclosure when the Owner provides notice of an intended decision or until thirty (30) after opening of the Bids, whichever is earlier. If the Owner rejects all bids submitted in response to a competitive solicitation and the Owner concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids remain exempt from sec. 119.07(1), Fla. Stat., until such time as the Owner provides notice of an intended decision concerning the reissued competitive solicitation or until the Owner withdraws the reissued competitive solicitation. A Bid is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Bids made by the Owner. Bidder should take special note of this as it relates to any proprietary information that might be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the Owner. The Owner has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from the same. Disqualification of a Bidder does not eliminate this right.

39.2 Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

ARTICLE 40. HOURS OF OPERATION FOR RECEIPT OF BIDS.

40.1 All bids must be received in the City's Clerk's Office, 335 SW 2nd Ave, South Bay, Florida 33493. The Clerk's Office shall be open and available for the receipt of bids according to the following schedule. **Bids may be submitted Monday through Friday from 8:00 a.m. to 5:00 p.m. The Clerk's Office is closed and unavailable for the receipt of bids on Saturdays, Sundays, and legal holidays.**

ARTICLE 41. HOURS OF OPERATION FOR THE PUBLIC WORKS DEPARTMENT.

41.1 The Owner's Public Works Department is available to provide bid clarifications and interpretations, answer questions and inquiries, and fulfill requests for information Monday through Friday from 8:00 a.m. to 5:00 p.m.

ARTICLE 42. PROTEST PROCEDURE.

43.1 Protests shall be handled in accordance with protest procedures set forth in the Owner's Purchasing Code, sec. 2-260 of the City of South Bay Code of Ordinances.

END OF SECTION

BID PROPOSAL CHECKLIST

Please submit your proposal in this order

YES___ NO___ 1. Bid submittal – one (1) original and two (2) complete copies

YES___ NO___ 2. Bid Form signed by authorized representative

YES___ NO___ 3. Acknowledgment of addendums

YES___ NO___ 4. Bid Bond/Security or Cashier's Check

YES___ NO___ 5. Schedule of Value

YES___ NO___ 6. Schedule of Subcontractor/Supplies

YES___ NO___ 7. Schedule of Equipment and Materials

YES___ NO___ 8. Sworn Statement under Section 287.133(3) (a)

YES___ NO___ 9. Drug Free Workplace

YES___ NO___ 10. Trench Safety Affidavit

YES___ NO___ 11. Questionnaire

YES___ NO___ 12. References

YES___ NO___ 13. Insurance Certificates

YES___ NO___ 14. Copy of Appropriate Licenses

YES___ NO___ 15. Conflict of Interest Form

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____ As Principal, hereinafter called the Principal, and _____ _____ a corporation duly organized under the laws of the State of _____, as Surety, are held and firmly bound unto the City of South Bay, as Oblige, hereinafter called the Obligee, in the sum of _____ _____ for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally; firmly by these presents.

WHEREAS, the Principal has submitted a bid for the construction of the _**Milling and Resurfacing OF NW 1ST AVENUE And NW 2ND STREET**

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20____

_____ _____
(Witness) (Principal)

(SEAL)

BY:_____
(Title)

_____ _____
(Witness) (Surety)

(SEAL)

BY:_____
(Attorney in Fact)

BID FORM

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

ONE (1) ORIGINAL AND TWO (2) COPIES OF BID FORM MUST BE SUBMITTED

PROJECT: **_Milling and Resurfacing**
OF NW 1ST AVENUE And NW 2ND STREET

DATE:_____

BIDDER:_____

THIS BID IS SUBMITTED TO:

City of South Bay
Clerk's Office
335 SW 2nd Ave
South Bay, FL 33493

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the posting of the recommended award. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

   Date_____ Addenda Number_____
   Date_____ Addenda Number_____
   Date_____ Addenda Number_____

   (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

   (c) BIDDER is not requesting any additional examinations, investigations, explorations, tests, reports or similar information or data ("Additional Data") regarding the condition of the Work sites or the Work to be done under the Contract Documents.

   (d) BIDDER has correlated the results of all its observations, examinations, investigations, explorations, tests, reports, and studies, if any, with the terms and conditions of the Contract Documents.

   (e) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

   (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has

not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER. BIDDER has not divulged or discussed its Bid with other Bidders.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides below.

5. BIDDER declares it understands that the measurements included in the list of "Roadways to be Resurfaced" are approximate only and not guaranteed and are subject to either increase or decrease; BIDDER further declares that it has confirmed the measurements and that should the measurements of any of the roadways included in the Work be increased, the BIDDER agrees to do the additional Work at the lump sum prices set out herein. BIDDER shall make no claims for anticipated profits for any decrease in the measurements or number of roadways to be included in the Work.

6. The BIDDER further declares that it understands the OWNER may elect to complete only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the prices quoted herein.

7. BIDDER agrees that the Work:

Milling and Resurfacing OF NW 1ST AVENUE And NW 2ND STREET

will be substantially completed within **200 calendar days** after the day when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment within **230 calendar days** after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

(a) Required Bid security in the form of Bid Bond.
(b) Schedule of Values.
(c) List other documents as pertinent.

9. Written communications concerning this Bid shall be faxed to:

Name: Leondrae Camel, City Manager
Fax: (561) 996-7950

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

11. BIDDER'S Florida Contractor's License No._____

12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

13. BIDDER represents that it is financially solvent and sufficiently experienced and competent to provide all goods and services required under this ITB, and that all information provided in the Bid is true and correct in all respects.

14. If returning a "NO BID", please explain why: _____
_____

SCHEDULE OF BID ITEMS

(See City Web Site for Download of Schedule of BID Items)

If BIDDER is

An Individual

Name_____ (SEAL)

Signature: _____

Doing business as _____

Business Address: _____

_____

Phone Number: _____ Fax Number_____

A Partnership

Firm's Name _____ (SEAL)

General Partner Signature:_____

Business Address:_____

_____

Phone Number:_____ Fax Number_____

A Corporation

Corporation's Name _____(SEAL)

State of Incorporation _____

Authorized Person: _____

Title: _____

Signature:_____

Attest:_____ (Secretary)

Signature:_____

Business Address:_____

_____

Phone Number:_____ Fax Number_____

SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Discipline	Subcontractor	Address City, ST Zip	License Number

SCHEDULE OF EQUIPMENT AND MATERIALS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item	Manufacturer	Description

END OF SECTION

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
   [print name of the public entity]
   by _____
   [print individual's name and title]
   for _____
   [print name of entity submitting sworn statement]

   whose business address is _____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is _____

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

   _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[signature]

_____
[date]

STATE OF _____

COUNTY OF _____

Subscribed and Sworn to (or affirmed) before me on _____ by
[date]
_____. He/she is personally known to me or has presented
[name]
_____ as identification.
[type of identification]

_____ _____
[Notary's Signature and Seal] Print Notary Name and Commission No.

DRUG FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

_____ _____

Authorized Representative's Signature Date

_____ _____

Name: Position:

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in Envelope with the Bid.

By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? _____

2. What is the last project of this nature that you have completed? _____
_____
_____

3. Have you ever failed to complete work awarded to you? If so, where and why?_____
_____
_____

4. Name three individuals or corporations for which you have performed work and to which you refer:

_____
Name Address Phone Fax

_____
Name Address Phone Fax

_____
Name Address Phone Fax

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? _____

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed

8. What equipment do you own that is available for the work?

_____
_____
_____

9. What equipment will you purchase for the proposed work?

_____
_____
_____

10. What equipment will you rent for the proposed work?

_____
_____
_____

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

_____
_____
_____
_____
_____
_____

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do businesses under the trade name.

The correct name of the Bidder is_____

The partnership is a ☐ Sole Proprietorship, ☐ Partnership, or ☐ Corporation or ☐ Other Type of Entity _____ (Fill In).

The address of principal place of business is _____.

The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

_____
_____
_____
_____
_____
_____

List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

_____
_____
_____

List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

_____
_____
_____

List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

_____
_____

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute and the resolution of the same.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.

Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

List and disclose any and all business relations with any members of the City Commission.

AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year _____, by and between the City of South Bay, (hereinafter called OWNER) and _____(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

_Milling and Resurfacing
OF NW 1ST AVENUE And NW 2ND STREET

ARTICLE 2 - ENGINEER

The Project has been designed by CAP Engineering and Mock Roos, Inc., who is hereinafter called ENGINEER and who is to act as OWNER's representative, shall assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 Work will be substantially completed within **_200__** days from the date of Notice to Proceed, and shall be finally complete within **230** days from the date of Notice to Proceed.

3.2 **LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR and/or CONTRACTOR'S Surety shall pay OWNER Two Hundred Fifty and 00/100 dollars ($250.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR and/or CONTRACTOR'S Surety shall pay OWNER Five Hundred and 00/100 ($500.00) for each day that expires after the time specified in paragraph 3.1 for final completion and readiness for final payment until the Work is completed and ready for final payment.**

3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4 - CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

The amount of _____
_____ ($_____), which is based on the price(s) in the Schedule of Values.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the **10th** day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in Paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, if any, based on the number of units completed).

5.1.1. Prior to successful completion of 50% of the work, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions and any applicable Supplementary Conditions.

90% of Work completed.

0% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Paragraph 14.02.A of the General Conditions).

5.1.2. Upon successful completion of 50% of the work, progress payments will be made in an amount equal to 95% of work completed, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Paragraph 14.02 of the General Conditions and any applicable Supplementary Conditions.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07 of the General Conditions.

ARTICLE 6
(This Article left blank intentionally).

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies, if any, which pertain to the physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

7.5 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement.

8.2 Performance Bond and Payment Bond (plus Power of Attorney Forms as applicable).

8.3 Notice of Award.

8.4 General Conditions and Supplementary Conditions.

8.5 Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition (not attached hereto) and Florida Department of Transportation Design Standards, latest edition (not attached).

8.6 Owner and Florida Department of Transportation's "Economic Development Transportation Project Fund Agreement" dated November 4, 2013 (not attached hereto).

8.7 Drawings attached hereto and/or referenced in the List of Drawings (which may or may not be attached hereto).

8.8 Addenda numbers ____ to ____, inclusive.

8.9 CONTRACTOR'S Bid.

8.10 The following which may be delivered or issued after the Effective Date of the Agreement may not be attached hereto: Notice to Proceed, all written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained on the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 10 - INDEMNIFICATION

10.1 This space left blank intentionally.

10.2 CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and all of their respective officers, agents, and employees, from and against all claims, liabilities, damages, losses, costs and expenses, including, but not

limited to, reasonable costs, collection expenses, attorneys' fees, fees and charges of engineers, architects and other professionals, and all court, arbitration or other dispute resolution costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Contract Documents. CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the OWNER when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by OWNER in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the OWNER as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the OWNER to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

ARTICLE 11 – SALES TAX INFORMATION

11.1 The Owner is exempt from the payment of Florida State Sales and Use Tax.

ARTICLE 12 - PROJECT SIGNAGE AND BARRICADES; MAINTENANCE OF TRAFFIC; PUBLIC SAFETY AND CONVENIENCE

12.1 CONTRACTOR shall provide signs, barricades and flashing lights reasonably necessary for the protection of the work and the safety of the public, as determined and directed by the OWNER, in its sole discretion.

12.2 CONTRACTOR shall, at all times, conduct its work as to insure the lease possible obstruction and inconvenience to: normal pedestrian and vehicular traffic; access to all public and private properties during all stages of the Work; and to the general public and the residents in the general vicinity of the Work.

12.3 CONTRACTOR shall be responsible for the proper and efficient maintenance of traffic. No more than one-half (1/2) of the subject road or street shall be closed and traffic shall be controlled so as to provide minimum hindrance. No road or street shall be closed to the public, except with the permission of the proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure the use of sidewalks, public telephones, drainage ditches and irrigation ditches.

12.3 In performing the requirements of this Article, CONTRACTOR shall adhere to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and Design Standards, latest edition and any applicable ordinances, statutes and regulations.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ENGINEER on their behalf.

OWNER: **City of South Bay**	CONTRACTOR_____
By _____ Joe Kyles, Mayor	By _____
Attest: _____ Natalie Malone, City Clerk	Attest: _____
(SEAL)	(CORPORATE SEAL)

Address for giving notices
335 SW 2nd Ave
South Bay, Florida 33493

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
Burnadette Norris-Weeks, City Attorney

Address for giving notices
_____
_____

License No. _____

Agent for service of process:

_____
(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents **Milling and Resurfacing of NW 1st Ave and NW 2nd Street**
_ and that after such examination I am of the opinion that the execution of the Agreement, the Performance Bond and Payment Bond to be provided are in due and proper form.

_____
Burnadette Norris-Weeks, City Attorney

This _____ day of _____, 20**21**.

CITY OF SOUTH BAY
PAYMENT AND PERFORMANCE BOND
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:
Name:
Principal Business Address:

Telephone Number:

SURETY:
Name:
Principal Business Address

Telephone Number:

OWNER:
City of South Bay
335 SW 2nd Ave
South Bay, FL 33493
(561) 996-6571

CONTRACT:
Date:
Amount:
Description (Name and Location): **Milling and Resurfacing OF NW 1ST AVENUE And NW 2ND STREET**
with specific roads as described in the "Roadways to be Resurfaced", attached to the Contract Documents.

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

1. Contractor has entered into **Milling and Resurfacing OF NW 1ST AVENUE And NW 2ND STREET**, with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the "Contract Documents") is by reference made a part hereof for the purposes of explaining this bond.

2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents; and

b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages, expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

5. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this _____ day of _____, 201___.

_____	_____
Witness	Principal
	_____
	Title
	(Corporate Seal)
_____	_____
Witness	Surety
	_____
	Attorney-in-Fact (Attach Power of Attorney)
	_____
	Print Name
	(Corporate Seal)

NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES

The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

Executed this _____ day of _____ 20_____.

_____
(name of Contractor)

_____
(signature)

_____
(print name)

_____
(title)

END OF SECTION

CONTRACTOR'S AFFIDAVIT TO OWNER
AND FINAL RELEASE OF LIENS

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/they are a (Corporation, Partnership, or Individual) of _____ (State), doing business as _____, hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with City of South Bay, hereinafter called "Owner" to do Work (furnish material, labor and services) for the construction of

Milling and Resurfacing OF NW 1ST AVENUE And NW 2ND STREET

_ located in Palm Beach County, Florida.

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

NAME OF LIENOR	AMOUNT DUE AND UNPAID
_____	_____
_____	_____

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contractor.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit. Further, Contractor represents, warrants and covenants that all subcontractors, materialmen and suppliers have been paid in full. The contractor further provides under penalty of perjury that there are no claims of lien on the project.

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.

Signed and sealed in the presence of:

_____ _____(Entity)

_____ By:_____ (Seal)

Subscribed and Sworn to (or affirmed) before me on this _____ day of _____ by _____ He/she is personally known to me or has presented _____ as identification.

Notary Public Signature and Seal	Print Notary Name and Commission No.

BILL OF SALE, ABSOLUTE

KNOWN ALL MEN BY THESE PRESENTS, that _____, a corporation of _____ County, Florida, party of the first part, for an in consideration of the sum of Ten and No/100 ($10.00) lawful money of the United States, to it paid by CITY OF SOUTH BAY, a municipal corporation of the State of Florida, 335 SW 2nd Ave, South Bay, FL 33493, party of the second part, the receipt whereof is hereby acknowledged has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second party, its executors, administrators and assigns, the following goods and chattels:

Project Name: **Milling and Resurfacing OF NW 1ST AVENUE And NW 2ND STREET**

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators and assigns forever.

AND, it does, for itself and its successors and assigns covenant to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this _____ day of _____, 20_____.

Signed, sealed and delivered
in the presence of:

_____

WITNESSES:

_____
Signature

_____
Name: _____
Title: _____

_____
Print Name

_____
Signature

[Corporate Seal]

_____
Print Name

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ (state) corporation. He/She is ☐ personally known to me or ☐ has produced _____ as identification.

_____

(stamp)

Print Notary Name:_____

FORM OF FINAL RECEIPT

Received this _____ day of _____, _____, from City of South Bay, Florida, the sum of _____**(_____)** as full and final payment to CONTRACTOR for all work and materials for the Project described as:

_Milling and Resurfacing
OF NW 1ST AVENUE And NW 2ND STREET

This sum includes full and final payment for all extra work and material and all incidentals.

CONTRACTOR hereby indemnifies and releases City of South Bay from all liens and claims whatsoever arising out of the Contract and Project.

CONTRACTOR hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials, and supplies, CONTRACTOR may submit a consent of surety to final payment in a form satisfactory to OWNER.

CONTRACTOR further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

(If incorporated, sign below.)

ATTEST:

_____	_____
Secretary	Name
	By: _____
(CORPORATE SEAL)	Title
	Date:_____

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be

utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to

undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

   a. does not conform to the Contract Documents; or

   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

   c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor shall deliver to the Owner, with copies to each additional insured, certificates of insurance (and other evidence of insurance

which the Owner or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with the Contract Documents.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to five printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Time will commence to run no later than **120** days after the posting of the recommended award or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier (unless otherwise agreed by Owner and Contractor in writing).

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals, if applicable; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the

schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and

Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. *Reports and Drawings:* Reports and Drawings, if any, will be attached to the Contract Documents. Such Reports and Drawings may include:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Unless otherwise set forth in the Supplementary Conditions, Contractor may not rely upon the accuracy of the "technical data" contained in such reports and drawings. Such reports and drawings are not Contract Documents. Contractor shall have full responsibility with respect to subsurface and physical conditions at or contiguous to the Site. Except for such reliance on such "technical data" as set forth in the Supplementary Conditions, if any, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 Reference Points

A. If applicable to the Work required by the Contract Documents, Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reports and Drawings, if any, will be attached to the Contract Documents. Such reports and drawings will include those known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Unless otherwise set forth in the Supplementary Conditions, the Contractor may not rely upon the accuracy of the "technical data" contained in such reports and drawings. Such reports and drawings are not Contract Documents. Except for such reliance on such "technical data" as set forth in the Supplementary Conditions, if any, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such

portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. [This section intentionally left blank.]

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and their respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees and court costs, all fees and charges of engineers, architects, and other professionals and all arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible, whether such Hazardous Environmental Condition was created actively or passively or whether its creation was joint, concurrent or contributing. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Owner when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Owner in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the Owner as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.
(whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing),

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. In accordance with section 255.05(1), Fla. Stat., as amended from time to time, before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall execute and record in the public records of Palm Beach County a payment and performance bond with a surety insurer authorized to do business in the State of Florida, and the Contractor shall be required to provide to the Owner a certified copy of the recorded bond. The Owner may not make a payment to the Contractor until the Contractor has complied with section 255.05(1)(b), Fla. Stat. The performance and payment bonds shall each be in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial

Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor's Insurance

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 [Paragraph intentionally left blank]

5.06 [Paragraph intentionally left blank]

5.07 [Paragraph intentionally left blank]

5.08 [Paragraph intentionally left blank]

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. Owner shall review the coverage afforded by or other provisions of the insurance required to be purchased or maintained by Contractor after delivery of insurance certificates to Owner in accordance with Paragraph 2.01B of the General Conditions. Contractor shall furnish to the Owner such additional information in respect to insurance provided by contractor as the Owner may reasonably request. Review of Insurance Policies or Insurance Certificates by the Owner shall not relieve or decrease the liability of the Contractor hereunder. In case of a breach by Contractor of any insurance provision stated in the Contract Documents, the Owner at its option may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain the name of the Project.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06, if applicable, have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the

Site and shall have the authority to act on behalf of the Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed Monday through Saturday, 6:00 a.m. till 7:00 p.m. Contractor will not permit overtime work or the performance of Work on a Sunday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications or the Supplementary Conditions shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless

the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that:

        1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

        3) it has a proven record of performance and availability of responsive service.

    b. Contractor certifies that, if approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

    a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

    b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

    c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

    d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

If the Bid Form or Specifications require (or if requested by Owner prior to the Notice of Award), the apparent successful Bidder and any other Bidder so requested, shall submit a list of all Subcontractors, Suppliers, and other persons or organizations (including those who are to furnish the principal items of material and equipment) in accordance with requirements of the Instructions to Bidders and this Article 6.06B of the General Conditions.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

Owner or Engineer may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Application for Payment.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, if applicable, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. [Paragraph intentionally left blank.]

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, liabilities, damages, losses, costs and expenses including but not limited to, reasonable costs, collection expenses, attorney's fees, fees and charges of engineers, architects, and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Owner when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of

such good and valuable consideration provided by Owner in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the Owner as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, liabilities, damages, losses, costs and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, all fees and charges of engineers, architects, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance or non-performance of the Work (whether active or passive, joint, concurrent or contributing). Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Owner when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Owner in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the Owner as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site;

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction; and

4. all other property, equipment, supplies, and materials owned by the Contractor or its subcontractors and located at or near the Site.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them) at no additional cost to the Owner or Engineer. The Owner may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property as described above.

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and

supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*:

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any acceptance by Owner or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable costs, collection expenses, attorneys' fees, all fees and charges of engineers, architects, and other professionals and all court or arbitration or other dispute resolution costs, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting

therefore but only to the extent caused because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Contractor, its officers, agents or employees in the performance or non-performance of its obligations under the Contract Documents. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Owner when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by Owner in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the Owner as set forth in this article of the Contract Documents. Nothing in the Contract Documents shall be construed or interpreted as consent by the Owner to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in §768.28, Florida Statutes.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 Compliance with Safety Program

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto,

or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (the "Listing"), as included in the Project Manual, if applicable, and as provided in Paragraph 9.09. If any conflicts exist between the Listing and Paragraph 9.09, the terms and conditions of the Listing shall govern. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as presented at the Pre-Construction Meeting.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application

for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of

the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D, if applicable), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order

or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance:

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Contractor may not make a claim for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such item(s) in the Contract Documents, unless specifically allowed in the Bid Form. Any adjustments specifically allowed shall be made in accordance with directions in the Bid Form. Owner may

make a claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if the Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of such decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost

plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give twenty-four hours' notice to Design Criteria Professional for all required inspections, tests, or approvals, except as otherwise provided, and shall cooperate with inspection and testing personnel to facilitate required inspections, tests or approvals.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use

by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work (and, prior to Engineer's recommendation of final payment), Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective

Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other

arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled

Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be

paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Owner, in its sole discretion, may choose not to terminate Contractor's services if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 15 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

A. The Owner may terminate this contract for convenience upon providing Contractor fourteen (14) days written notice of the same. If this Contract is terminated as provided herein, the Contractor shall be paid for all completed and acceptable work executed and allowable expenses incurred prior to the date of termination. Payment shall include services actually performed in full prior to termination date, but shall exclude all lost profits, direct, indirect, consequential, special damages, or other damages for the remainder of the project.

If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this Paragraph 15.03A., and the Contractor shall not be entitled to damages or loss of profits, but may be entitled to all items as authorized herein.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 –

16.01 [This paragraph intentionally left blank].

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law and Venue

A. This Contract is to be governed by the laws of the State of Florida. The venue for any and all legal action necessary to enforce the Contract Documents will be in Palm Beach County, Florida.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.07 Inspector General

A. In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may

be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

17.08 Enforcement Costs

A. If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

17.09 Waiver

A. Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

17.10 Jury Trial

A. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

17.11 Independent Contractor

A. The Contractor is, and shall be, in the performance of all services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the services.

17.12 Access and Audits

A. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

17.13 Time

A. Time is of the essence in all respects under the Contract Documents.

17.14 Preparation

A. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

17.15 Representation and Binding Authority

A. Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she

has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents 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 the Contract Documents.

ARTICLE 18 - NO DAMAGES FOR DELAY

18.01 No Damages for Delay

A. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner 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 be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

END OF SECTION

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect. The General Conditions may also be supplemented elsewhere in the Contract Documents.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

PART 1 – MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS

1. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02B. Limited Reliance by Contractor on Technical Data Authorized

[Insert the identification of any "technical data", if any, found in reports or drawings that may be relied upon by the Contractor.] NOT APPLICABLE.

SC-4.06B. Limited Reliance by Contractor on Technical Data Authorized

[Insert the identification of any "technical data", if any, found in reports or drawings that may be relied upon by the Contractor.] NOT APPLICABLE.

2. BONDS AND INSURANCE:

SC-5.01 Contractor's Bonds

The Contractor's Performance and Payment Bond shall also be in compliance with sec. 337.18(1), Fla. Stat.

SC-5.04 Contractor's Insurance

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

A. **Workers' Compensation Insurance**. Contractor shall secure Worker's Compensation, etc., under paragraphs 5.04.A.1 and A.2 of the General Conditions as follows:

(1)	State:	Statutory
(2)	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
(3)	Employer's Liability:	See below

The coverage and the limits of liability for employer's liability are modified to read as follows:

$3,000,000.00 each accident
$1,000,000.00 each employee
$1,000,000.00 policy limit for disease

Also, the following wording is added governing employer's liability for contractors that are not incorporated or lease employees: If the contractor is not an incorporated entity (i.e. sole proprietor/partnership), or Leases Employees (under the alternate employer laws of the State of Florida), the Owner shall require a minimum premium policy meeting the aforementioned

requirements even though not required by the Worker's Compensation Laws of the State of Florida. Unless and until Owner provides the Owner with proof of exemption and such forms and proof that the Owner deems appropriate.

B. **Commercial General Liability Insurance**. The contractor shall secure Commercial General Liability (under paragraphs 5.04.A.3 through A.6 of the General Conditions) (Occurrence Form Required) as follows:

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than $3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $6,000,000. Products and completed operations aggregate shall be $6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum $100,000.

C. **Automobile Liability Insurance**. Contractor shall maintain automobile liability insurance with a limit of not less than $3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

D. **Evidence of Insurance**. Contractor shall furnish the Owner with Certificates of Insurance and certified copies of the required insurance policies. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Owner is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the Work, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the Owner before the commencement of any work activities.

E. **Indemnification**. Contractor understands and agrees that its compliance with any insurance requirements found in the Contract Documents shall not relieve the Contractor of its liability and obligation to defend, hold harmless and indemnify the Owner as set forth throughout the Contract Documents.

In addition to the other indemnifications set forth in the Contract Documents, the Contractor shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent or intentional act or occurrence of omission or commission of the Contractor, its officers, agents or employees. The Contractor agrees to include this indemnification in all contracts with its subcontractors.

F. **Primary Insurance**. The required insurance coverages shall be considered as primary insurance over and above any other insurance, or self-insurance, available to the Owner, and any other insurance or self-insurance available to the Owner shall be considered secondary to, or in excess of, the insurance coverages procured by the Contractor as required herein. Nothing herein shall be construed to extend the Owner's liability beyond that provided in section 768.28, Fla. Stat.

G. **FDOT Required Insurance**. The Contractor and any of its subcontractors shall carry and keep in force during the period of the FDOT Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 each occurrence, and property damage insurance of at least $100,000 each occurrence, for the Work to be completed under the Contract Documents. In addition to any other forms of insurance or bonds required under the

terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Contractor is required to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2013), as amended.

3. CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

A. SC-6.08 Permits

n/a

B. SC-12.1 Subcontractors

Contractor shall submit to Owner a list of all such Subcontractors proposed for the Work with its Sealed Bid.

4. ENGINEER. The Owner's Engineer shall be City of South Bay employee, **Mohan Thampi, PE.**, the City's Engineer and Public Works Director. Contractor has no objection to the Engineer.

5. FDOT REQUIREMENTS. The Owner secured funding for the Work through its Agreement with the State of Florida, Department of Transportation ("FDOT"), known as the "Economic Development Transportation Project Fund Agreement (Off System)" (the "FDOT Agreement"). The Owner and the FDOT entered into this Agreement on the 4th day of November, 2013 and such Agreement is incorporated herein as if fully set forth herein. Contractor agrees to be bound by and to adhere to all applicable requirements and timelines set forth in the FDOT Agreement, including, but not limited to, the following:

A. The Contractor shall begin the Work on or before April 1, 2014 and shall be completed within six (6) months.

B. Any project funds made available by FDOT pursuant to the FDOT Agreement which are determined by FDOT to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Owner upon written request.

C. FDOT will consider the employment of unauthorized aliens by any contractor or subcontractor, as described in Section 274A(e) of the Immigration and Nationalization Act, cause for termination of the Contract Documents.

D. Contractor shall not discriminate against any employee employed in the performance of the Work, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin or sex. The Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Contractor shall insert similar provisions in all contracts and subcontracts for the completion of the Work.

E. There shall be no reimbursement for travel expenses under the Contract Documents.

F. Contractor shall be required to comply with the audit and record keeping requirements set forth in section 18 of the FDOT Contract as if fully set forth herein.

G. The Contractor shall be required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor while the Contract Documents are in effect. The Contractor shall require that all of its subcontractors also use the E-Verify system as required herein.

H. Any other requirement set forth in the FDOT Agreement that applies or may be applied to the Owner's contractors and subcontractors.

6. F.O.B. POINT. The F.O.B. point shall be destination. Contractor shall retain title and assume all transportation charges, responsibility, liability and risk in transit and shall be responsible for the filing of claims for loss or damages.

7. SC-6.19 WARRANTY; GUARANTEE. Contractor shall be required to warranty all materials and parts supplied for a minimum of fourteen (14) years from the date the Work is completed and to guarantee work performed for a minimum of one (1) year from the date the Work is completed.

PART 2 – ADDITIONAL SUPPLEMENTARY CONDITIONS

1. ATTACHMENTS:

The following forms included in the Project Manual shall be used by Contractor for submittals required by the Contract Documents (unless Owner accepts other form):

a. Construction Payment and Performance Bond.

b. Contractor's Affidavit to Owner.

MISCELLANEOUS

1. When the Contractor herein receives payment from the Owner for labor, services or materials furnished by subcontractor and suppliers hired by the Contractor, the Contractor shall remit payment due those parties within Ten (10) days after receipt of payment from the Owner, unless otherwise provided for by Florida Law.

2. The parties hereto agree to develop a list of uncompleted items which shall be known as the "Punch List", which shall be those items that are required to be completed by the Contractor within thirty (30) days after the date set for Substantial Completion in the Contract Documents. If the Project herein is a phased project the parties agree to develop such Punch List for each phase based upon the date(s) set for substantial completion of each phase within the time set forth above.

The Owner shall provide the Contractor with a list of Punch List items developed by either, the Owner and/or Engineer. The Contractor agrees to the Punch List developed herein and this process. Regardless of the foregoing, nothing herein shall alter the responsibility of the Contractor to complete all construction services, materials and items contracted herein by the Owner. The Owner shall have the right, but not the obligation, to withhold the Owners, and/or Engineers estimated cost of completion for such items on the Punch List referenced above. The Contractor , by execution of this Contract, agree to the same. Regardless of any provision to the contrary, the Owner may withhold from each of the Contractor's pay requests an amount not to exceed Ten 10% of the payment as retainage until 50% of completion of the Work/Contract as determined by either the Owner or Engineer. The Contractor by execution of this Agreement hereby agree to the same. After 50% completion of the Contract as determined herein the Owner agrees to reduce the retainage to five (5) % of each draw schedule/pay request of the Contractor. Regardless of the foregoing, nothing herein shall require the Owner to reduce retainage to the Contractor if the Owner has determined that the Contractor is in default or if the Owner or Engineer reasonably believes that the retainage and/or future payments to the Contractor will not be enough for the Owner to complete the Work/Project or cover its damages as a result of the Contractor's breach or default or for any other reason, or there is a good faith dispute by Owner against the Contractor and/or its bonding company.

Regardless of the foregoing, the requirements herein do not apply to contracts less than $200,000.00 in value.

3. Deductions of Work – The Owner reserves the right to remove any items from the scope of work in the Contract Documents by the deductive change order. Such deduction shall be determined by the Engineer

using the Contractor's Schedule of Values. The deductions, if any, shall not be considered a cardinal change to the contract. The parties hereto recognize that the Owner has materially relied on this provision in entering into contract with Contractor. Such value deduction shall be conclusive as it relates to utilizing the Contractor's Schedule of Values.

4. Prior to any payment being made herein the Contractor shall provide all partial release of liens determined by the Owner.

END OF SECTION

SCOPE OF WORK

1.0 PROJECT LOCATION

This Project is located in the City of South Bay, Palm Beach County Florida. Specifically the project **Milling and Resurfacing**
OF NW 1ST AVENUE And NW 2ND STREET

2.0 SCOPE OF WORK

A. Scope of Work:

1. This Project will include, but not limited to the following:

B. Specifications:

1. See Plan Specs for both projects
2. The awarded bidder shall provide a Pre-Construction Video.

(See City Web Site for Download of Drawings)

CONFLICT OF INTEREST STATEMENT

This Invitation To Bid is subject to the conflict of interest provisions of the policies and Code of Ordinances of the CITY OF SOUTH BAY, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the CITY OF SOUTH BAY any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the CITY OF SOUTH BAY.

CHECK ALL THAT APPLY.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid due to any other clients, contracts, or property interests.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the policies and Code of Ordinances of the City of South Bay, as amended from time to time.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

[ ] To the best of our knowledge, the undersigned business has no potential conflict of interest for this Bid as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, IF ONE IS ENTERED INTO.

_____
COMPANY OR INDIVIDUAL NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE, IF A COMPANY

CITY OF SOUTH BAY, FL

ITB 2021-01

Milling and Resurfacing

OF NW 1ST AVENUE and NW 2ND STREET

ADDENDUM #3

ISSUED JUNE 1, 2021

1. **Request for information asked for clarification why six (6) inch white thermoplastic striping was shown on the plans but has no pay item in the bid form. The bid form has been revised to include Pay Item Number 711-15-201 (6 inch white thermoplastic striping) quantity line item for both NW 2nd Street and NW 1st Avenue road projects.**

2. **ITB 2021-01 Bid Form - Replace with attached Addendum #3 revision bid form.**

CITY OF SOUTH BAY, FL

ITB 2021-01

Milling and Resurfacing

OF NW 1ST AVENUE and NW 2ND STREET

ADDENDUM #2

ISSUED MAY 18, 2021

1) **Pre-bid meeting was held on May 13, 2021 at City Hall. The following are responses to questions asked at the pre-bid meeting:**

   a) **Request was made for extending the bid opening date. The new date for opening the bid has been changed from May 24, 2021 to June 07, 2021 at 10:00am in the Instruction To Bidders (ITB) 2021-01 Legal Notice. This date change was also addressed in Addendum #1 emailed on May 13, 2021 to the pre-bid attendees.**

   b) **Remove "..AND PBCWUD,.." from the second paragraph in the ITB Legal Notice.**

   c) **Bid Bond/Security is required as indicated in the Legal Notice, Article 8, and the Bid Proposal Checklist in ITB 2021-01.**

   d) **100% Construction Payment & Performance (P&P) Bond is required as described in the ITB 2021-01 Legal Notice and Article 22.8. A P&P form is also provided in the ITB.**

   e) **All field laboratory testing required for construction materials are the responsibility of the contractor and must**

be included in prices provided by the contractor. Testing requirements are as per FDOT criteria.

f) **Clearing and grubbing is only required for NW 2nd Street part of the project, not NW 1st Avenue. This pay item is deleted from the NW 1st Avenue part of the project in the revised Addendum #2 Bid Form.**

g) **A question was asked about the depressions in some areas of the NW 2nd Street and NW 1st Avenue roadways which would require more than 2-inches of new asphalt as shown in plans after milling. Also, there was the possibility that the minimum 2% cross-slope could not be maintained. The response is that where there are depressions in the existing roadways, the plans indicate reconstruction of the base with LBR 100 Option Base 09 limerock in the depressed areas, and then milling to the 2% cross-slope, before adding 2-inches asphalt layer. Contractor will mill and place asphalt to match the existing roadway elevation using the control road edge as indicated in the road plans. Further, the asphalt resurfacing bid quantity pay item total has been calculated for an average 2.25-inches depth to accommodate any minor depressed areas after milling which may require slightly more than 2-inches asphalt.**

h) **Option Base 09 road base reconstruction of some depressed areas along NW 1st Avenue has been added. Bid quantities are now itemized in revised plans and bid form.**

2) **ITB 2021-01 Contract Bid Plans – Replace with attached Addendum #2 Revision plans.**

3) **ITB 2021-01 Bid Form - Replace with attached Addendum #2 Revision bid form.**

4) Revised project estimate is $ 223,470.00.

CITY OF SOUTH BAY

CONTRACT PLANS

PROJECT (1) NW 2ND STREET FROM SR 27 TO NW 10TH AVENUE AND PROJECT (2) NW 1ST AVENUE FROM SR 80/PALM BEACH RD. TO FEC

PALM BEACH COUNTY

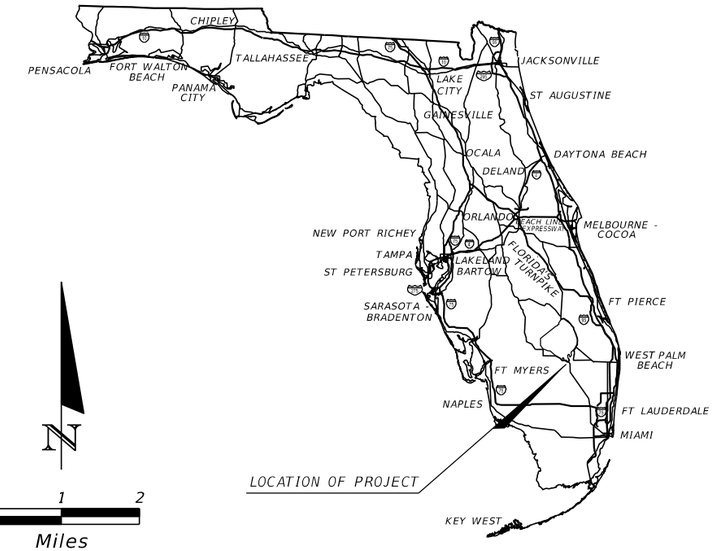
BID NO. 2021-01

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-3	SUMMARY OF PAY ITEMS
4-5	TYPICAL SECTIONS 1-2
6-8	GENERAL NOTES 1-3
9-13	NW 2ND ST ROADWAY PLAN
14-18	NW 1ST AVE ROADWAY PLAN
19	GENERAL NOTES-4 SIGNING AND PAVEMENT MARKINGS
20-24	NW 2ND ST SIGNING AND PAVEMENT MARKINGS PLAN
25-29	NW 1ST AVE SIGNING AND PAVEMENT MARKINGS PLAN
30	MAINTENANCE OF TRAFFIC

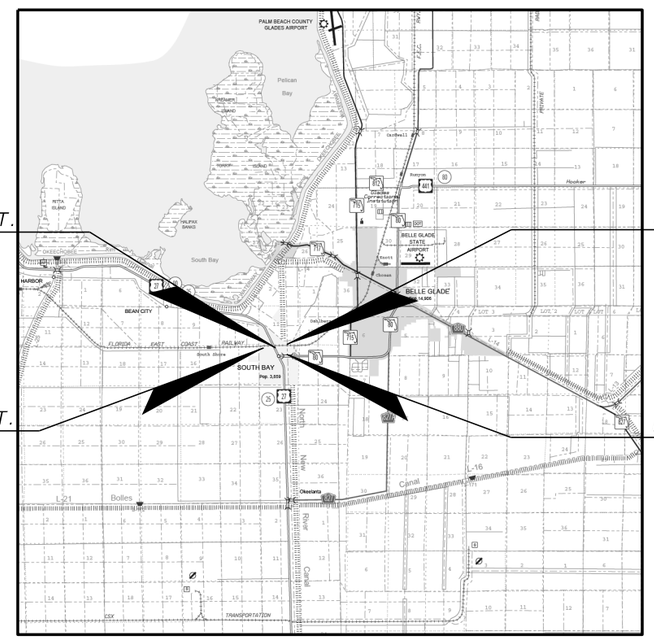


N

0 1 2
Miles

END PROJECT NW 2ND ST.
60 FT WEST OF US 27

END PROJECT NW 1ST AVE
FEC RAILWAY



BEGIN PROJECT NW 2ND ST.
NW 10TH AVE

BEGIN PROJECT NW 1ST AVE
SR 80/ PALM BEACH RD.

CITY COMMISSIONERS

MAYOR
JOE KYLES

VICE-MAYOR
BETTY BARNARD

CITY COMMISSIONER
ESTHER BERRY

CITY COMMISSIONER
JOHN WILSON

CITY COMMISSIONER
TARANZA MCKELVIN

SHOP DRAWINGS TO BE SUBMITTED TO:

CAP ENGINEERING, INC.
343 ALMERIA AVENUE
CORAL GABLES FL 33134
PHONE (305) 448-1712

ROADWAY PLANS PROVIDED BY:

CAP ENGINEERING, INC.
343 ALMERIA AVENUE
CORAL GABLES, FL
CERTIFICATE OF AUTHORIZATION: 27051

NOT FOR CONSTRUCTION
FOR BIDDING PURPOSES ONLY

MAY 18, 2021

PREPARED FOR

CITY OF SOUTH BAY

CITY HALL
335 SW 2ND AVE
SOUTH BAY, FL 33493

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation (FDOT), Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Green Book) July 2019 Edition.

Florida Department of Transportation, FY2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs)

Standards Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

2019 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

FISCAL YEAR	SHEET NO.
21	1

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PROJECT (1) NW 2ND STREET SUMMARY OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT											GRAND TOTAL	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
101-1	MOBILIZATION	LS											1	
102-1	MAINTENANCE OF TRAFFIC	LS											1	
110-1-1	CLEARING AND GRUBBING	LS											1	
285-70-9	OPTIONAL GROUP 09	SY											945	
327-70-5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY											2549.27	
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN											333	
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY											2	
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA											7	
700-1-60	SINGLE POST SIGN, REMOVE	EA											4	
706-1-1	RAISED PAVEMENT MARK, TYPE B W/O FINAL SURFACE	EA											56	
711-11-125	THERMOPLASTIC, STANDARD, WHITE SOLID 24"	LF											23	
711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM											0.37	

NOTE:

1) ALL TEMPORARY PAVEMENT MARKING (PAINT) INCLUDED IN 102-1

2) ADDITIONAL PAY ITEM NOTES ARE PART OF GENERAL NOTES.
SEE SIGNING AND PAVEMENT MARKINGS PLAN FOR SPECIFIC PAY ITEMS AND QUANTITIES.

3) ALL PAY ITEMS MUST FOLLOW FDOT STANDARS AND SPECIFICATIONS.

4) ALL LAB TESTING FOR ROAD MATERIALS ARE CONTRACTORS RESPONSABILITY AND ARE INCLUDED IN PRICE ABOVE.

NOT FOR CONSTRUCTION
FOR BIDDING PURPOSES ONLY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST	PALM BEACH	

SUMMARY OF QUANTITIES

SHEET NO. 2

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PROJECT (2) NW 1ST AVENUE SUMMARY OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT											GRAND TOTAL	
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
101-1	MOBILIZATION	LS											1	
102-1	MAINTENANCE OF TRAFFIC	LS											1	
104-10-3	SEDIMENT BARRIER	LF											1191.00	
104-18	INLET PROTECTION SYSTEM	EA											4	
285-70-9	OPTION GROUP 09	SY											164	
327-70-5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY											2885	
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN											357	
425-6	VALVE BOXES, ADJUST	EA											2	
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA											11	
700-1-60	SINGLE POST SIGN, REMOVE	EA											5	
706-1-1	RAISED PAVEMENT MARK, TYPE B W/O FINAL SURFACE	EA											63	
711-11-125	THERMOPLASTIC, STANDARD, WHITE SOLID 24"	LF											18	
711-15-201	THERMOPLASTIC, STANDARD-OP, YELLOW, SOLID 6"	GM											0.40	

NOTE:

1) ALL TEMPORARY PAVEMENT MARKING (PAINT) INCLUDED IN 102-1

2) ADDITIONAL PAY ITEM NOTES ARE PART OF GENERAL NOTES.
SEE SIGNING AND PAVEMENT MARKINGS PLAN FOR SPECIFIC PAY ITEMS AND QUANTITIES.

3) ALL PAY ITEMS MUST FOLLOW FDOT STANDARS AND SPECIFICATIONS.

4) ALL LAB TESTING FOR ROAD MATERIALS ARE CONTRACTORS RESPONSABILITY AND ARE INCLUDED IN PRICE ABOVE.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST	PALM BEACH	

SUMMARY OF QUANTITIES

SHEET NO.
3

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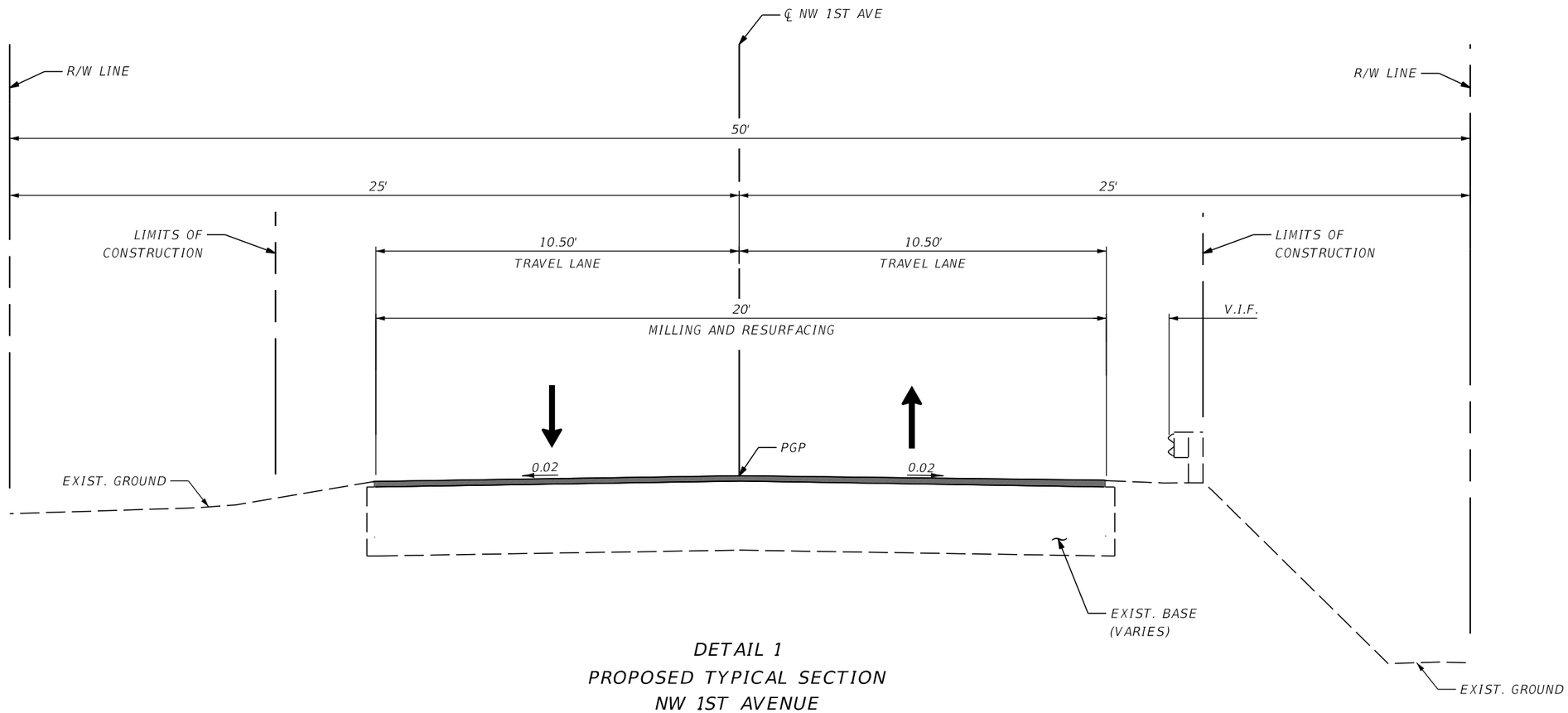

DETAIL 1
PROPOSED TYPICAL SECTION
NW 1ST AVENUE
SR 80/ PALM BEACH RD. TO FEC

MILLING

MILL EXISTING ASPHALT
PAVEMENT FOR DEPTH (2")

RESURFACING

TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C) (2"),

PARTIAL RECONSTRUCTION

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")
OPTIONAL BASE GROUP 9 (10")

NOTE:

1. THE CONTRACTOR SHALL SAW CUT ALL EXISTING DRIVEWAYS PRIOR TO MILLING TO ENSURE A STRAIGHT AND CLEAN JOINT IS CREATED AFTER RESURFACING.
2. SEDIMENT BARRIER SHALL BE INSTALLED ALONG THE FULL LENGTH OF THE PROJECT ON BOTH SIDE OF THE ROADWAY.

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CITY OF SOUTH BAY

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TYPICAL SECTION

SHEET NO. 4

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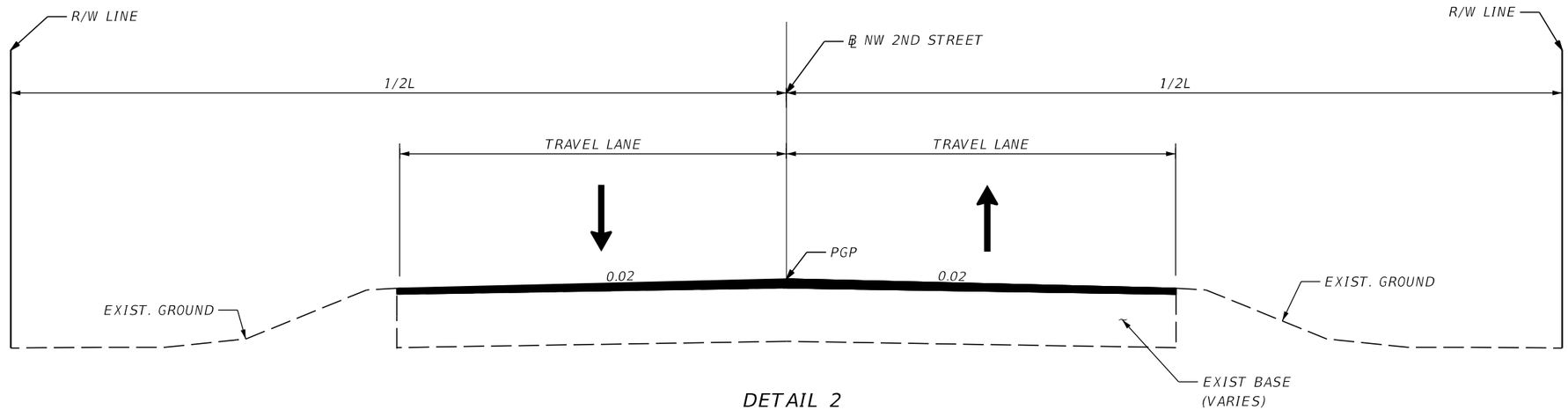


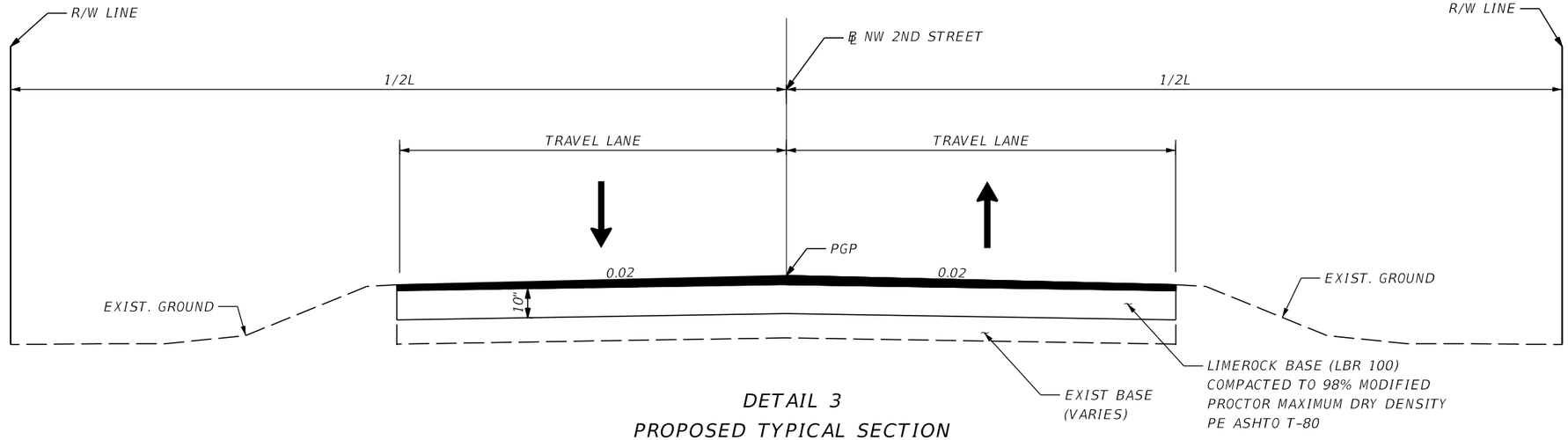
DETAIL 2
PROPOSED TYPICAL SECTION
NW 2ND STREET

MILLING

MILL EXISTING ASPHALT
PAVEMENT FOR DEPTH (2")

RESURFACING

TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC C) (2"),



DETAIL 3
PROPOSED TYPICAL SECTION
NW 2ND STREET
APPROX. 50 LF EAST FROM SW 10TH AVE
AND 450 LF STARTING 60 LF WEST FROM US 27

PARTIAL RECONSTRUCTION

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2")
OPTIONAL BASE GROUP 9 (10")

NOTE:

1. THE CONTRACTOR SHALL SAW CUT ALL EXISTING DRIVEWAYS PRIOR TO MILLING TO ENSURE A STRAIGHT AND CLEAN JOINT IS CREATED AFTER RESURFACING.
2. SEDIMENT BARRIER SHALL BE INSTALLED ALONG THE FULL LENGTH OF THE PROJECT ON BOTH SIDE OF THE ROADWAY.

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CITY OF SOUTH BAY

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1ST AVE 2ND ST	PALM BEACH	

TYPICAL SECTION

SHEET NO. 5

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GENERAL NOTES

1. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.

2. THE CONTRACTOR SHALL BE ADVISED THAT OTHER PROJECTS MAY BE UNDER CONSTRUCTION CONCURRENTLY WITH THIS PROJECT AND THAT COORDINATION EFFORTS MAY BE NECESSARY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE CONSTRUCTION SCHEDULE AND FOR THE AMOUNT OF COORDINATION REQUIRED. THE CONTRACTOR SHALL COORDINATE ANY AND ALL CONSTRUCTION ACTIVITIES AND TRAFFIC CONTROL PHASES WITH ANY CONTRACTOR WITH OR ADJACENT TO THE PROJECT LIMITS.

3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.

4. THE CONTRACTOR SHALL VERIFY STRUCTURE ORIENTATION PRIOR TO PLACEMENT. STRUCTURES OF INCORRECT ORIENTATION SHALL BE REPLACED AT CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL VERIFY THAT ALL STRUCTURES ARE SET TO ELEVATIONS THAT WILL MEET VERTICAL CLEARANCE REQUIREMENTS SPECIFIED IN FDOT, MUTCD, AND STANDARDS PRIOR TO INSTALLING STRUCTURAL MATERIAL. IF A DISCREPANCY IS FOUND, CONTACT THE ENGINEER.

5. THE CONTRACTOR SHALL BE AWARE OF, AND COMPLY WITH MUNICIPAL ORDINANCES GOVERNING THE DAYS AND TIMES CONSTRUCTION ACTIVITY IS PERMITTED.

6. NOTHING IN THE GENERAL NOTES OR SPECIAL PROVISIONS SHALL RELIEVE THE CONTRACTOR FROM THEIR RESPONSIBILITIES TOWARD THE SAFETY AND CONVENIENCE OF THE GENERAL PUBLIC AND THE RESIDENCES ALONG THE PROPOSED CONSTRUCTION AREA.

7. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE WRITTEN NOTICE OF COMMENCEMENT, VIA EMAIL, TO CITY OF SOUTH BAY NOTICE SHALL INCLUDE THE DATE OF COMMENCEMENT, LOCATION AND TYPE OF WORK & INFORMATION REGARDING ANY MALFUNCTIONING SIGNAL EQUIPMENT.

8. CONTRACTOR SHALL COORDINATE AND ADJUST THE TRAFFIC CONTROL LAYOUT SO THAT IT IS COMPATIBLE WITH ANY ADJACENT CONSTRUCTION PROJECT AS DIRECTED BY THE ENGINEER.

9. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT MILLED MATERIAL FROM ENTERING THE DRAINAGE SYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING AND NEW INLETS CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE CITY.

10. CONTRACTOR SHALL NOTIFY FLORIDA HIGHWAY PATROL, LOCAL SHERIFF DEPARTMENT AND AMBULANCE SERVICES IN WRITING 14 BUSINESS DAYS IN ADVANCE OF LANE CLOSURES.

11. ALL AREAS DESIGNATED FOR PAVEMENT REMOVAL WILL BE SAWCUT AT THE LIMITS OF REMOVAL ADJACENT TO THE EXISTING PAVEMENT WHICH IS TO REMAIN.

12. THE CONTRACTOR SHOULD BE AWARE THAT BETWEEN THE LIMITS OF WHERE THE BASE MAY BE EXPOSED, ANY MILLED MATERIAL THAT INCLUDES LIMEROCK BASE AGGREGATE, WILL NOT BE ALLOWED TO BE USED IN RECYCLED ASPHALT PAVEMENT (RAP) OR ANYWHERE ELSE ON THIS PROJECT. THIS MATERIAL SHOULD BE DISPOSED OF BY THE CONTRACTOR IN AREAS THAT THEY PROCURE AT THEIR OWN EXPENSE.

13. 101-1 - INCLUDES ALL COSTS RELATED TO STAGING AREAS AND COMPLIANCE WITH PERMIT CONDITIONS.

UTILITIES NOTES

1. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY TWO (2) WORKING DAYS IN ADVANCE OF ANY EXCAVATION INVOLVING ITS UTILITIES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT.

2. THE CONTRACTOR SHALL USE HAND DIGGING WHEN EXCAVATING NEAR EXISTING UTILITIES. EXTREME CAUTION SHALL BE EXERCISED BY THE CONTRACTOR WHILE EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND UTILITIES AND HE/SHE WILL BE RESPONSIBLE FOR DAMAGE TO ANY UTILITY. COST TO BE INCLUDED IN RELATED BID FOR THE WORK BEING DONE.

3. AS DETERMINED BY THE ENGINEER, THE CONTRACTOR WILL HAND DIG THE FIRST FOUR FEET OF THE HOLE FOR THE SIGN POST FOUNDATION AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE IN CLOSE PROXIMITY.

4. ABOVE AND BELOW GROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCING WORK IN THE PROJECT AREA. IF ANY UTILITY CONFLICTS ARE DISCOVERED BY THE CONTRACTOR, THEY WILL IMMEDIATELY BE BROUGHT TO THE ENGINEER'S ATTENTION, WHO SHALL COORDINATE THE NECESSARY ADJUSTMENTS.

5. THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER AND OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING BACKFILLING AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.

6. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES OVERHEAD OR UNDERGROUND POWER LINES AND OTHER UTILITIES.

7. THE CONTRACTOR SHALL COORDINATE THE UTILITIES TO ARRANGE RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, AS NECESSARY TO COMPLETE THE WORK. ANY COST INVOLVED IS TO BE BORNE BY THE CONTRACTOR.

8. CONTRACTOR IS RESPONSIBLE TO PAY FPL ALL FEES TO DE-ENERGIZE FPL FACILITY IF NEEDED FOR ANY REASON.

9. CONTRACTOR SHALL PREPARE ACCURATELY DIMENSIONED "AS-BUILT" PLANS OF ALL PROPOSED WORK. PLANS SHALL BE REVIEWED AND APPROVED BY ENGINEER. COST OF SUCH PREPARATION SHALL BE INCIDENTAL TO PAY ITEMS PROVIDED.

10. ALL UTILITIES SHALL BE ADJUSTED TO MEET FLUSH WITH FINAL PAVEMENT. FOR UTILITY ADJUSTMENT SYMBOLS SEE FDOT CADD MANUAL.

Sunshine 811

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343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST	PALM BEACH	

GENERAL NOTES

SHEET NO. 6

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MAINTENANCE OF TRAFFIC NOTES

1. THE CONTRACTOR SHALL REMOVE OR COVER ANY EXISTING OR PROPOSED SIGNS WHICH CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS, THE CONTRACTOR SHALL RESTORE THE SIGNS TO THEIR ORIGINAL POSITION.

2. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT ARE TO BE TEMPORARILY RELOCATED DURING CONSTRUCTION, AND KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES.

3. ANY DIRECTIONAL ARROWS, PAVEMENT MESSAGES OR STRIPING REMOVED BY THE CONTRACTOR'S OPERATION SHALL BE REPLACED AT THE END OF EACH DAY.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE EXISTING SIGNS WITHIN THE CONSTRUCTION LIMITS. A LIST OF THE EXISTING SIGNS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY SIGNS WHICH ARE TO BE REMOVED SHALL BE DISPOSED OF BY THE CONTRACTOR.

5. ANY EXISTING SIGN THAT IS DISTURBED DURING CONSTRUCTION SHALL BE RESET TO CURRENT STANDARDS FOR HEIGHT, OFFSET AND METHOD OF INSTALLATION AT NO ADDITIONAL COST TO THE CITY.

6. THE CONTRACTOR SHALL REFURBISH ANY EXISTING PAVEMENT MARKINGS BEYOND THE LIMITS OF ASPHALT CONSTRUCTION DAMAGED DURING CONSTRUCTION.

7. THE CONTRACTOR SHALL COORDINATE WITH THE FOLLOWING ENTITIES PRIOR TO CONSTRUCTION TO ADDRESS SCHEDULE OF TRAFFIC CONTROL: PALM BEACH COUNTY, CITY OF SOUTH BAY, AND FDOT.

8. THROUGHOUT THE PROJECT LIMITS, PEDESTRIAN, BICYCLE AND WHEELCHAIR TRAFFIC WILL BE MAINTAINED ON AT LEAST ONE SIDE OF THE PROJECT AT ALL TIMES. THE TRAVEL PATH WILL BE A MINIMUM OF 4 FEET WIDE, SMOOTH BUT NOT SLICK, WITH A WATERPROOF SURFACE, RUMPLED AS NECESSARY FOR CONTINUITY. TEMPORARY TRAVEL PATHS WILL CONSIST OF 2" OF HOT MIX ASPHALT. COST INCLUDED IN PAY ITEM 102-1.

9. MOT IS THE SOLE RESPONSABILITY OF THE CONTRACTOR. CONTRACTOR SHALL FOLLOW ALL GUIDELINES PER FDOT DESIGN STANDARD INDEX'S, 102-603, 102-604, AND 102-606.

10. WHERE SAFE PEDESTRIAN ACCESS/WALKWAYS CANNOT BE PROVIDED, PEDESTRIANS SHOULD BE DIRECTED TO ALTERNATIVE ROUTES BY APPROPRIATE TRAFFIC CONTROL DEVICES. PEDESTRIAN TRAFFIC SHALL BE GUIDED/MAINTAINED USING APPROVED WARNING LIGHTS, SIGNING, AND CHANNELIZATION DEVICES. SUCH CONTROL DEVICES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MUTCD SECTIONS ON WORK ZONE TRAFFIC CONTROL FOR PEDESTRIANS AND CHAPTER 6D, PEDESTRIAN AND WORKER SAFETY. THE COST IS TO BE INCLUDED IN PAY ITEM NO. 102-1, MAINTENANCE OF TRAFFIC.

11. AT THE DISCRETION OF THE ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE(S) UNTIL SUCH A TIME THAT THE TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.

12. THE CONTRACTOR SHALL IMPLEMENT SIDE STREET DETOUR ONLY WHEN SIDE STREET IS BLOCKED BY ACTIVE CONSTRUCTION ACTIVITIES. SIDE STREET ACCESS SHALL BE MAINTAINED AT ALL OTHER TIMES.

13. TEMPORARY DRIVEWAY CONNECTIONS SHALL BE CONSTRUCTED WITH COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE AT A PROFILE EQUIVALENT TO THE EXISTING DRIVEWAY PROFILE.

14. ALL PROPERTIES SHALL HAVE ACCESS AT ALL TIMES. THIS WILL REQUIRE COORDINATION WITH THE PROPERTY OWNERS AND/OR RESIDENTS. IF A DRIVEWAY CLOSURE IS NECESSARY, THE PROPERTY OWNER AND/OR RESIDENT SHALL BE NOTIFIED THREE WORKING DAYS IN ADVANCE OF THE CLOSURE IN ADDITION TO THE LOCATION OF THE TEMPORARY ACCESS. IF THE PROPERTY HAS MORE THAN ONE DRIVEWAY, AT LEAST ONE DRIVEWAY SHALL REMAIN OPEN TO MAINTAIN ACCESS. THIS SHALL BE INCLUDED IN PAY ITEM NO. 102-1 MAINTENANCE OF TRAFFIC.

15. THE CONTRACTOR SHALL INSTALL CONSTRUCTION SIGNING PRIOR TO COMMENCEMENT OF CONSTRUCTION AND MAINTAIN SIGNING DURING ALL PHASES OF CONSTRUCTION.

16. THE PROVISIONS FOR TRAFFIC DISRUPTION WHICH ARE NOT SHOWN BUT ARE NECESSARY TO CONSTRUCTION OF THE PROJECT, SHALL BE SUBMITTED IN WRITING TO THE ENGINEER FOR REVIEW AND APPROVAL. CONTRACTOR SHALL BE REQUIRED TO HAVE AN APPROVED TCP PLAN 21 DAYS PRIOR TO COMMENCEMENT OF WORK. SUBMITTAL MATERIAL SHALL INCLUDE SKETCHES, CALCULATIONS AND OTHER DATA REQUIRED BY THE ENGINEER.

17. PRIOR TO IMPLEMENTATION OF ANY LANE OR ROAD CLOSURE, THE CONTRACTOR SHALL NOTIFY THE CITY OF SOUTH BAY AT LEAST 10 WORKING DAYS PRIOR TO CLOSURE.

18. NOTIFICATION OF PROPOSED LANE CLOSURES SHALL BE ACCOMPLISHED IN WRITING TO THE ENGINEER TEN (10) WORKING DAYS IN ADVANCE OF CLOSURE. THE NOTIFICATION WILL INCLUDE SKETCHES, CALCULATIONS, AND OTHER DATA REQUIRED BY THE ENGINEER. THE CONTRACTOR SHALL ALSO NOTIFY LOCAL POLICE, FIRE, AND AMBULANCE SERVICES TEN (10) WORKING DAYS PRIOR TO ACTUAL LANE CLOSURE.

19. 102-1 INCLUDES ALL COSTS FOR REMOVAL AND CLEAN UP OF DEBRIS AND SEDIMENT THAT HAS BEEN TRACKED BY CONSTRUCTION VEHICLES WITHIN THE PROJECT LIMITS. INCLUDES ALL COSTS OF MAINTAINING PASSENGER ACCESS TO BUS STOPS WITHIN PROJECT LIMITS AND PROVIDING APPROVED TEMPORARY BUS STOP LOCATION, IF NECESSARY DURING CONSTRUCTION. INCLUDES ALL COSTS OF INSTALLATION OF PERMANENT BUS STOP SIGNS (PROVIDED BY PALM TRAN). INCLUDES ALL COSTS FOR TEMPORARY SHORING FOR CONSTRUCTION OF DRAINAGE PIPE AND STRUCTURES AND WATER MAIN INSTALLATION.

20. ALL EXISTING TREES/PLANTS WITHIN THE PROJECT LIMITS THAT ARE TO REMAIN SHALL BE PROTECTED AS PER INDEX 580-001. COSTS TO BE INCLUDED IN PAY ITEM NO. 102-1

21. THE CONTRACTOR SHALL ERECT BUSINESS ENTRANCE SIGNS PER STANDARD INDEX 102-600.

22. TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH THE LATEST EDITION OF THE FDOT STANDARD PLANS - 102-600 SERIES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION) AS MINIMUM CRITERIA.

23. UNLESS OTHERWISE NOTED IN THE TECHNICAL SPECIFICATIONS: INSTALLATION, ACCEPTANCE, AND PAYMENT FOR ALL ITEMS REQUIRED IN THESE PLANS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING, REFERENCED IN THE KEY SHEET: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (LATEST EDITION) PALM BEACH COUNTY MINIMUM STANDARDS, CITY OF SOUTH BAY MINIMUM STANDARDS, AND ANY OR ALL FDOT TRAFFIC ENGINEERING REQUIREMENTS THAT MEET OR EXCEED THOSE FOUND IN THE ABOVE REFERENCED DOCUMENTS.

24. USE OF BLACK PAINT TO COVER EXISTING AND/OR TEMPORARY PAVEMENT MARKINGS IS PROHIBITED. MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND AT THE END OF THE PROJECT AND AT ALL SIDE STREETS. PAVEMENT MARKINGS NEEDED FOR EXTENDING AND REFURBISHING DAMAGED EXISTING PAVEMENT MARKING AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE INCLUDED IN 102-1. COSTS FOR REMOVAL AND REPLACEMENT OF EXISTING CROSSWALK PAVEMENT MARKINGS TO MATCH NEW ADA RAMP LOCATIONS SHALL BE INCLUDED IN 102-1.

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CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST	PALM BEACH	

GENERAL NOTES

SHEET NO. 7

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25. THE MAINTENANCE OF TRAFFIC PLAN SHALL INCLUDE PROVISIONS FOR PEDESTRIAN TRAFFIC AS WELL AS VEHICULAR TRAFFIC.

26. ANY DROP OFF IN THE AREA ADJACENT TO THE TRAVEL WAY SHALL BE PROTECTED BY THE APPROPRIATE METHOD AS REQUIRED BY INDEX 102-600 (PAGE 2 OF 5). ALL COSTS ASSOCIATED WITH THIS REQUIREMENT SHALL BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC, AT THE END OF EACH WORK DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE, ANY DROP-OFF ADJACENT TO THE SUBJECT TRAVEL PATHS SHALL BE BACK FILLED FLUSH WITH THE TRAVEL PATH. COST OF ITEMS NOT INCLUDED IN CONTRACT SHALL BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

27. THE ALTERATION OF TRAVEL WAYS TO CREATE A WORK ZONE SHALL NOT COMMENCE UNTIL ALL LABOR AND MATERIAL ARE READY FOR THE CONSTRUCTION IN THAT ZONE.

28. EACH EXISTING STREET NAME AND STOP SIGN AFFECTED BY CONSTRUCTION SHALL BE MAINTAINED IN AN APPROPRIATE LOCATION FOR THE DURATION OF THE PROJECT. WHEN NO LONGER AFFECTED BY CONSTRUCTION, THESE EXISTING SIGNS SHALL BE REMOVED AND REPLACED WITH THE PROPOSED ASSEMBLIES. COST OF TEMPORARILY RELOCATING THE EXISTING SIGNS SHALL BE INCLUDED IN PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

29. THE PEDESTRIAN, BICYCLE AND WHEELCHAIR TRAFFIC WILL BE GUIDED AND MAINTAINED USING APPROVED WARNING LIGHTS, SIGNING AND CHANNELIZATION DEVICES. SUCH CONTROL DEVICES WILL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH FDOT SPECIFICATIONS, STANDARD INDEX 102-660 AND THE MUTCD. COST INCLUDED IN ITEM 102-1.

30. CONTRACTOR SHALL NOT STORE EQUIPMENT WITHIN THE CLEAR ZONE DURING CONSTRUCTION ACTIVITY PERIOD, THE CONTRACTOR SHALL LIMIT THE STORAGE OF EQUIPMENT TO THE WORK ZONE AREA AND WITHIN THE RIGHT OF WAY.

31. TEMPORARY LANE TRANSITIONS, SHIFTS, AND CROSSOVERS SHALL HAVE SOLID LANE AND EDGE LINES FOR THE LENGTH OF THE TRANSITION, SHIFT OR CROSSOVER. IN ADDITION, SOLID LANE AND EDGE LINES SHALL EXTEND 100 FEET ON TANGENT BEYOND EACH END OF THE TRANSITION, SHIFT, OR CROSSOVER. EXCEPTION SHALL BE THROUGH INTERSECTIONS WHERE 2' - 4' SKIP LINES WILL BE PLACED.

32. THE MAINTENANCE OF TRAFFIC FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD PLANS. DETAILS FOR SIGNS, PAVEMENT MARKINGS, BARRIERS ARE NOT ALL INCLUSIVE WITH THE TCP PLANS. THE STANDARD INDEX 102-600 SERIES SHALL BE REFERENCED FOR SPECIFIC TRAFFIC CONTROLS AND LANE CLOSURES OR DETOURS.

33. CONTRACTOR SHALL MAINTAIN A MINIMUM SHIFTING TAPER LENGTH BEFORE SHIFTING TRAVEL LANES, WHERE: X $WS^2/60$ 'W' IS THE WIDTH OF LATERAL TRANSITION IN FEET 'S' IS THE POSTED REGULATORY SPEED FOR THE WORK

34. REMOVAL OF EXISTING AND/OR TEMPORARY PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY WATER BLASTING.

35. APPLY SHOULDER TREATMENT TO ANY DROP-OFF CONDITIONS PER INDEX 102-600 PRIOR TO THE END OF THE WORK PERIOD.

36. THE MINIMUM LANE WIDTH SHALL BE 10 FEET.

EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORM WATER FROM THE ROADWAYS UTILIZED FOR MAINTAINING TRAFFIC IN A MANNER APPROVED BY THE ENGINEER. COST TO BE INCLUDED IN PAY ITEM NO. 102-1 MAINTENANCE OF TRAFFIC

2. ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.

3. TAKE MEASURES TO ENSURE TO CLEANUP OF SEDIMENT THAT HAS BEEN TRACKED BY CONSTRUCTION VEHICLES WITHIN THE PROJECT LIMITS. INSTALL EROSION CONTROL DEVICES TO ENSURE SEDIMENT DOES NOT ENTER THE

4. ALL DISTURBED AREAS WITHIN THE PROJECT LIMITS ARE TO BE SODDED. THE REPLACEMENT SOD SHALL BE OF THE SAME TYPE AS THE EXISTING SOD. ALL AREAS OUTSIDE OF THE CLEARING AND GRUBBING LIMITS THAT ARE DISTURBED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

5. ALL EXISTING DRAINAGE STRUCTURES SHALL BE PROTECTED FROM SEDIMENTATION DURING CONSTRUCTION OPERATIONS ACCORDING TO THE FL DEP, EROSION AND SEDIMENTATION CONTROL INSPECTOR MANUAL, SECTION 4.5 STORM DRAIN INLET PROTECTION.

6. THE CONTRACTOR SHALL INCLUDE FURNISHING EQUIPMENT AND LABOR NECESSARY TO DESILT AND CLEAN OUT ALL EXIST DRAINAGE PIPES, INLETS, MANHOLES, AND OUTFALLS WITHIN PROJECT LIMITS, AND ALSO TO DISPOSE OF ALL SILT AND DEBRIS REMOVED. 430-94-1 PAY ITEM INCLUDES ALL COSTS ASSOCIATED WITH DE-SILTING MANHOLES, JUNCTION BOXES, & INLETS CONNECTED WITH DRAINAGE PIPES TO BE DE-SILTED.

ENVIRONMENTAL NOTES

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE CORRIDOR IS WITHIN THE CORE FORAGING AREA FOR WOOD STORK, A FEDERALLY PROTECTED SPECIES, PERMIT

2. THE CONTRACTOR SHALL TAKE ALL THE NECESSARY PRECAUTIONS TO AVOID ANY IMPACTS TO WETLANDS.

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GENERAL NOTES

SHEET NO. 8

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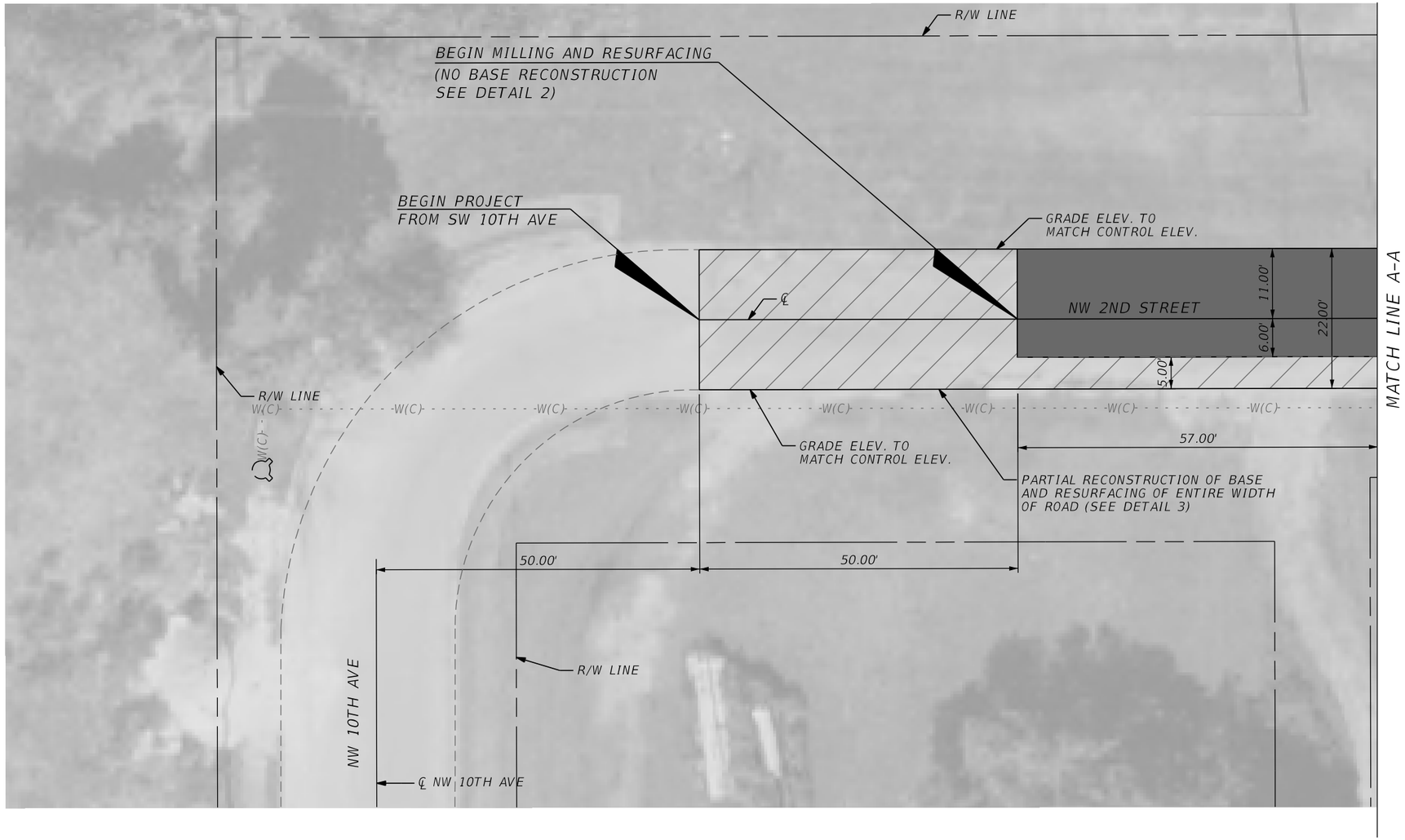

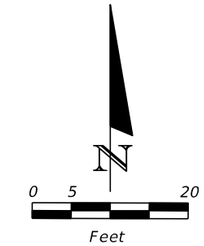

LEGEND

PARTIAL BASE RECONSTRUCTION

MILLING AND RESURFACING

NOT FOR CONSTRUCTION
FOR BIDDING PURPOSES ONLY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
2ND ST	PALM BEACH	

NW 2ND ST
ROADWAY

SHEET NO.
9

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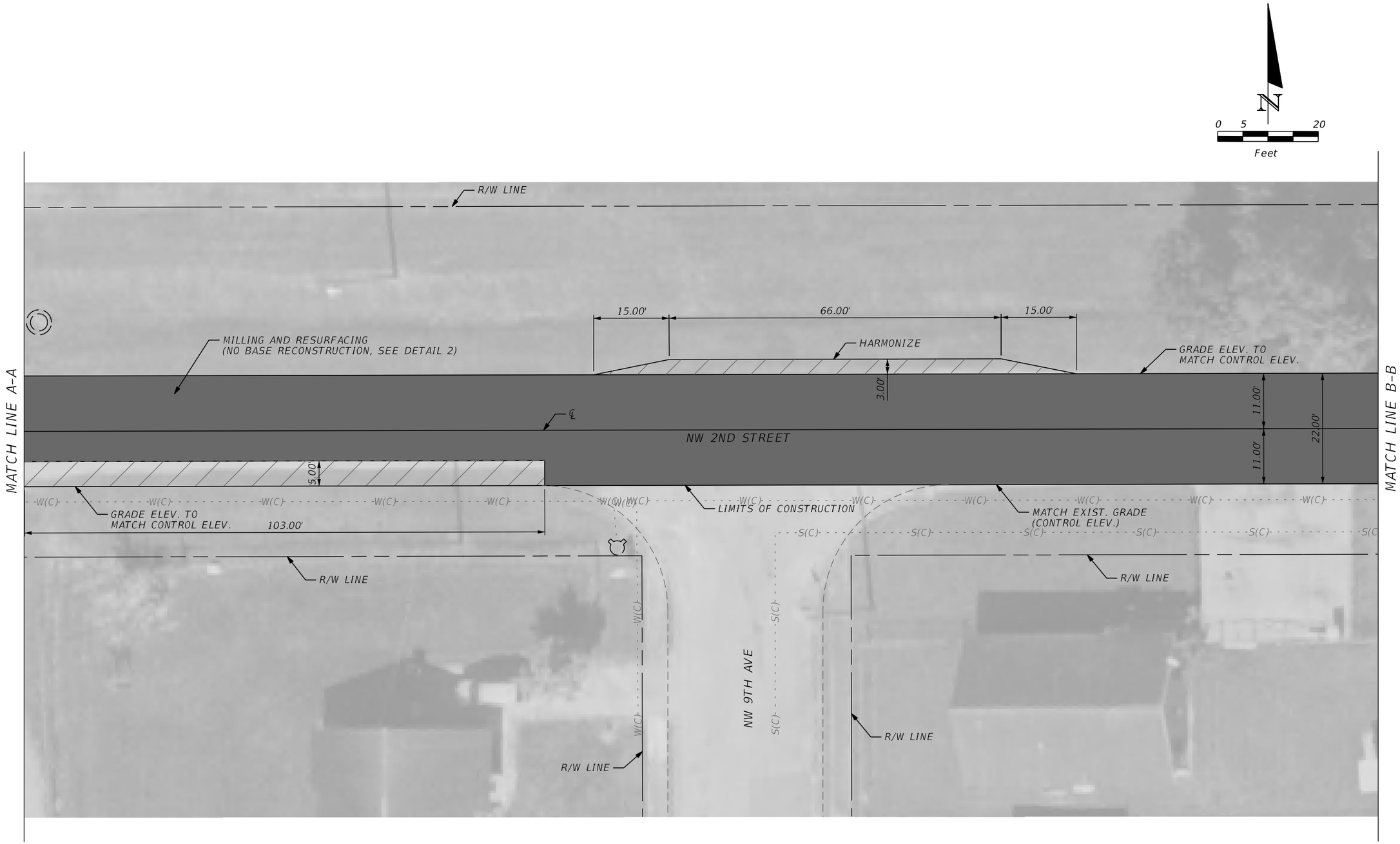

LEGEND

PARTIAL BASE RECONSTRUCTION

MILLING AND RESURFACING

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DATE	DESCRIPTION	DATE	DESCRIPTION

CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
2ND ST	PALM BEACH	

NW 2ND ST
ROADWAY

SHEET NO.
10

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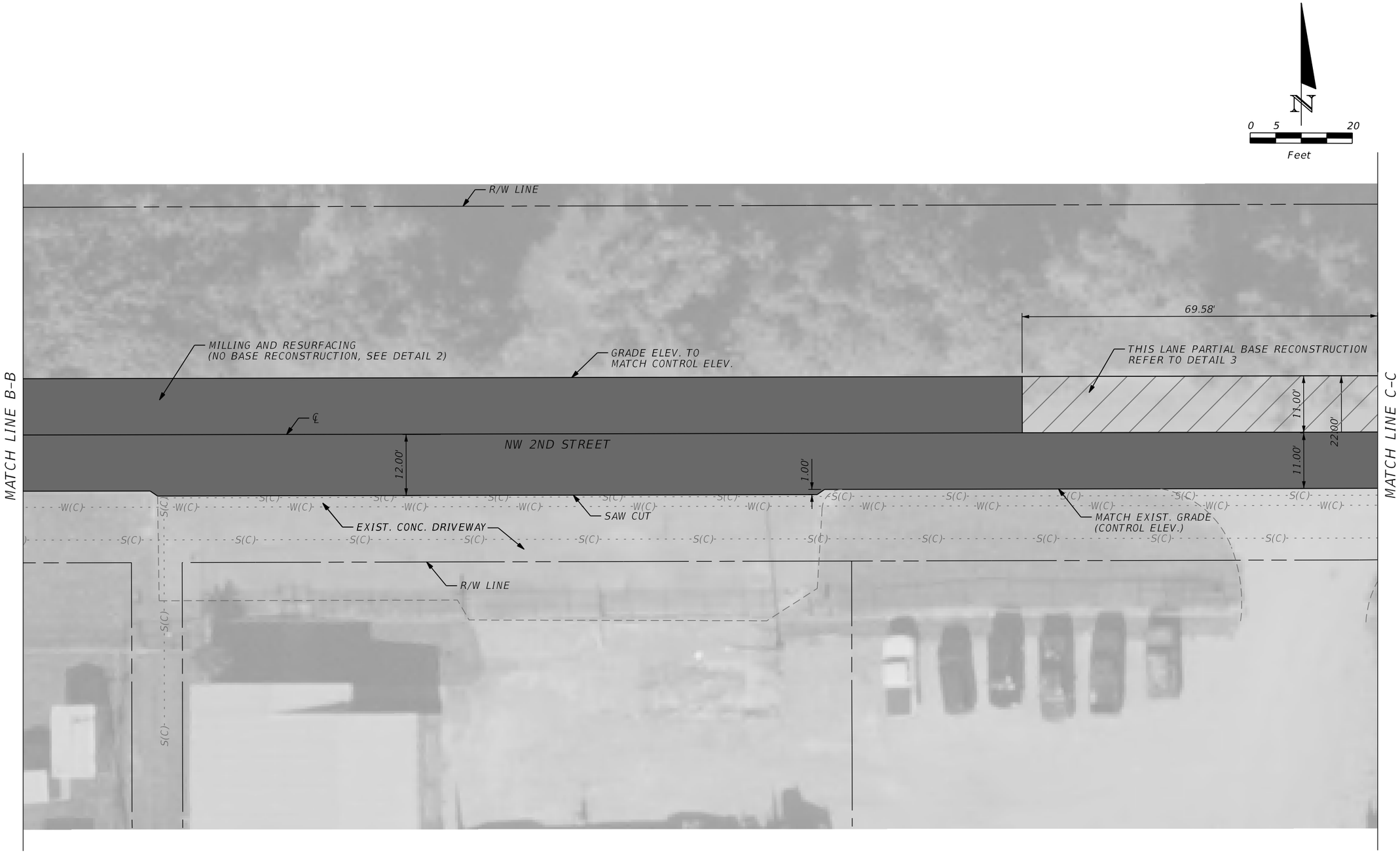

LEGEND

PARTIAL BASE RECONSTRUCTION

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
2ND ST	PALM BEACH	

NW 2ND ST
ROADWAY

SHEET NO.
11

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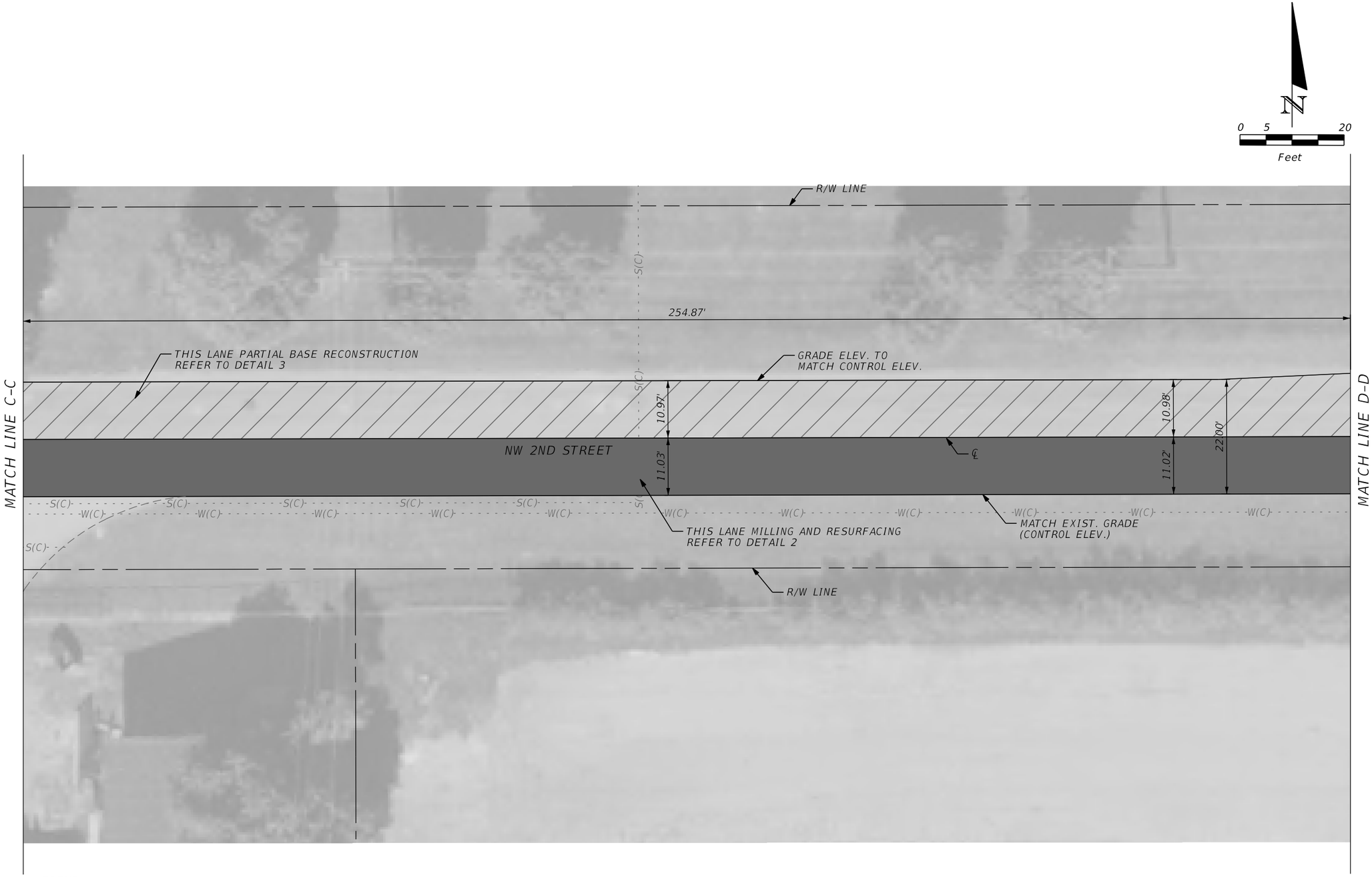

LEGEND

PARTIAL BASE RECONSTRUCTION

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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343 ALMERIA AVE
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CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
2ND ST	PALM BEACH	

NW 2ND ST
ROADWAY

SHEET NO.
12

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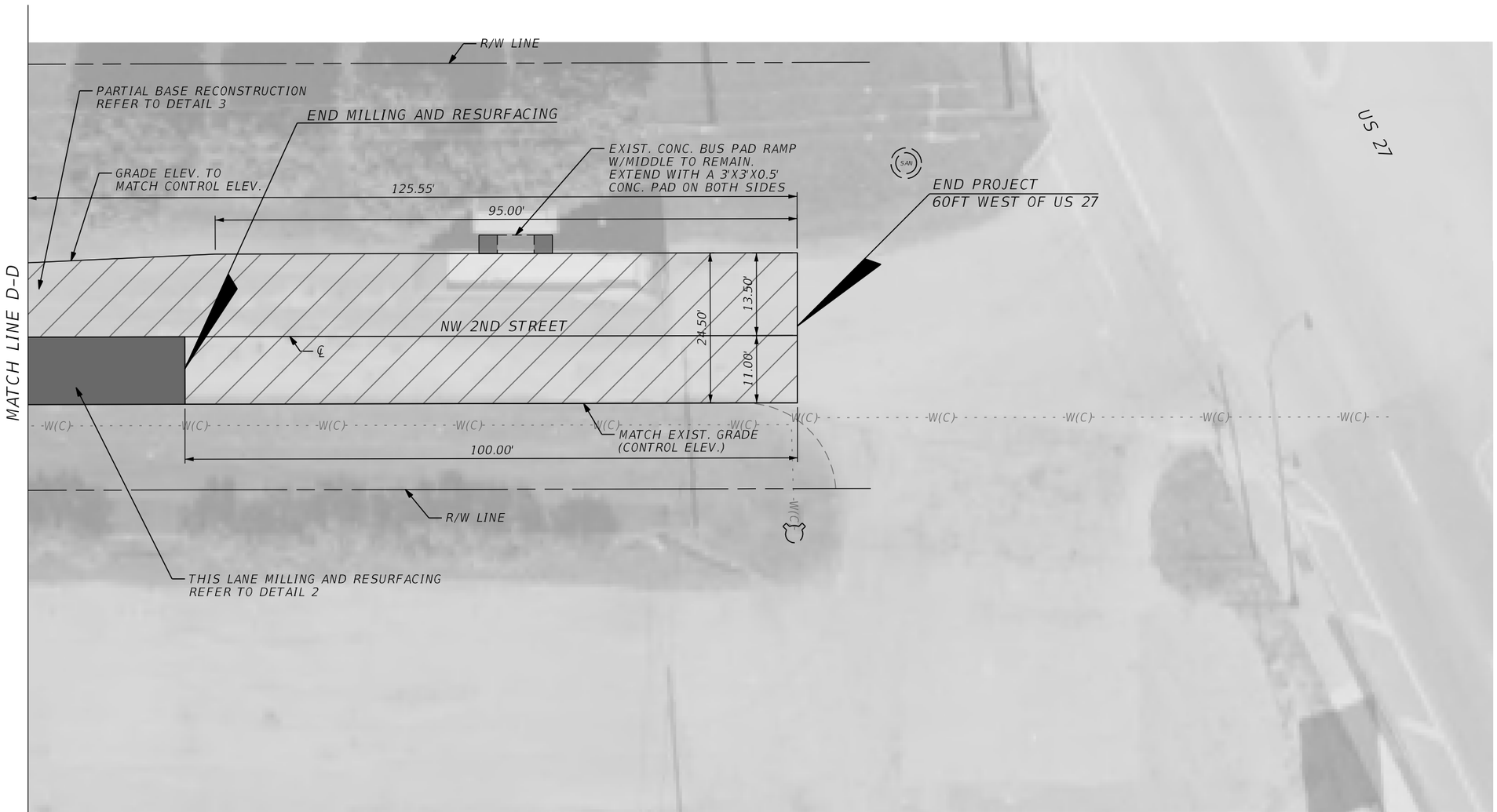

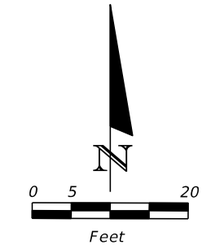

LEGEND

PARTIAL BASE RECONSTRUCTION

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CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
2ND ST	PALM BEACH	

NW 2ND ST
ROADWAY

SHEET NO.
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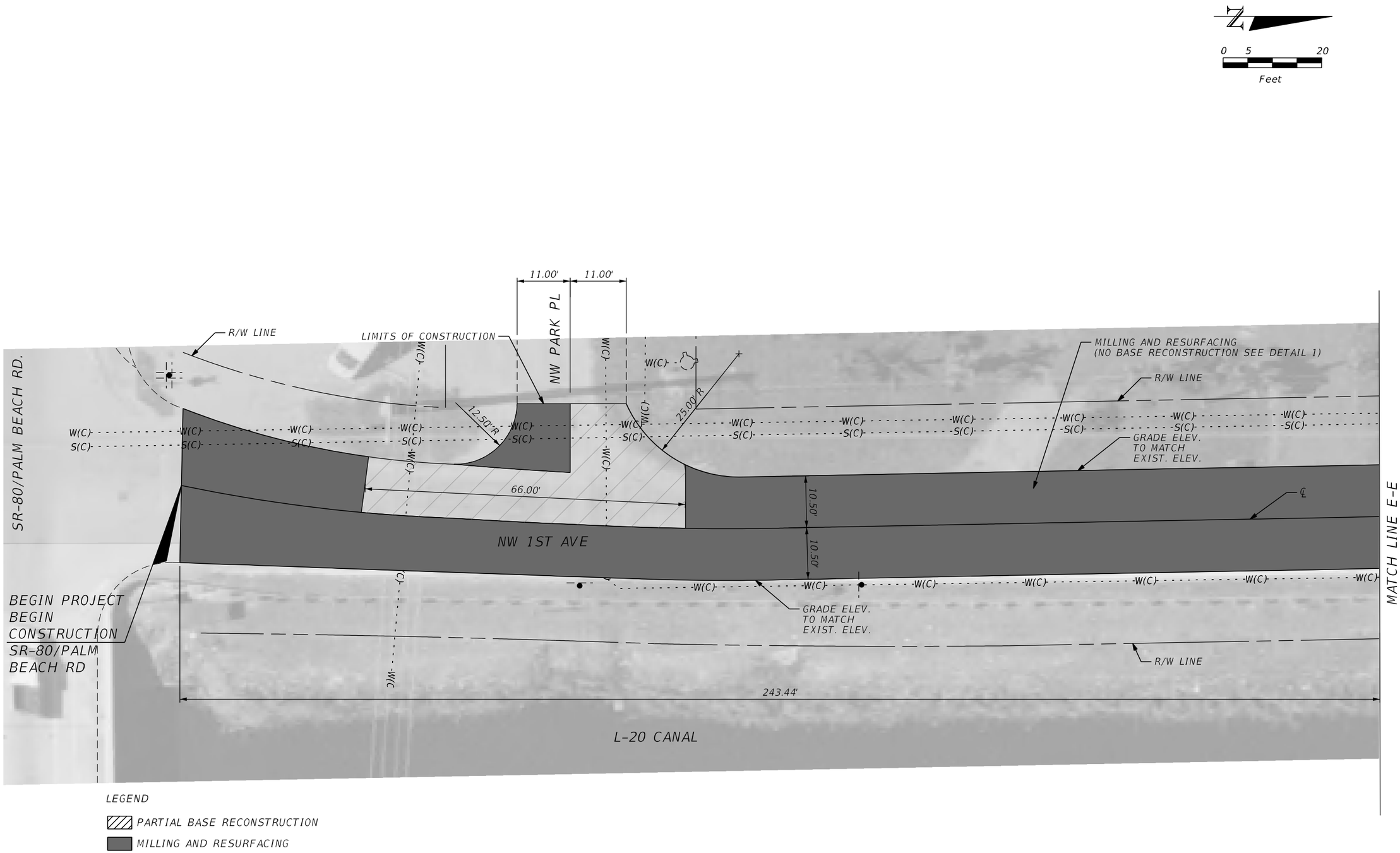

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CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST	PALM BEACH	

NW 1ST AVE ROADWAY PLAN

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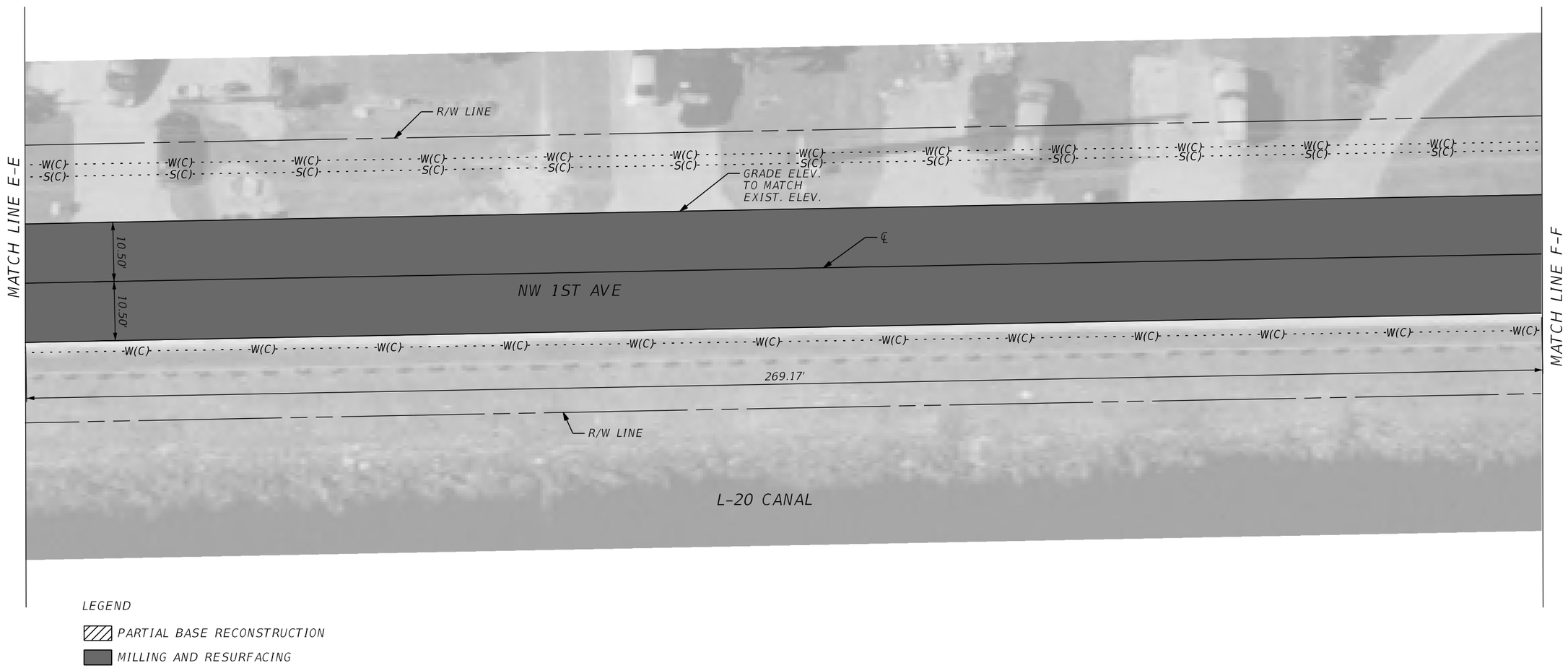

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CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
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CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST	PALM BEACH	

NW 1ST AVE ROADWAY PLAN

SHEET NO. 15

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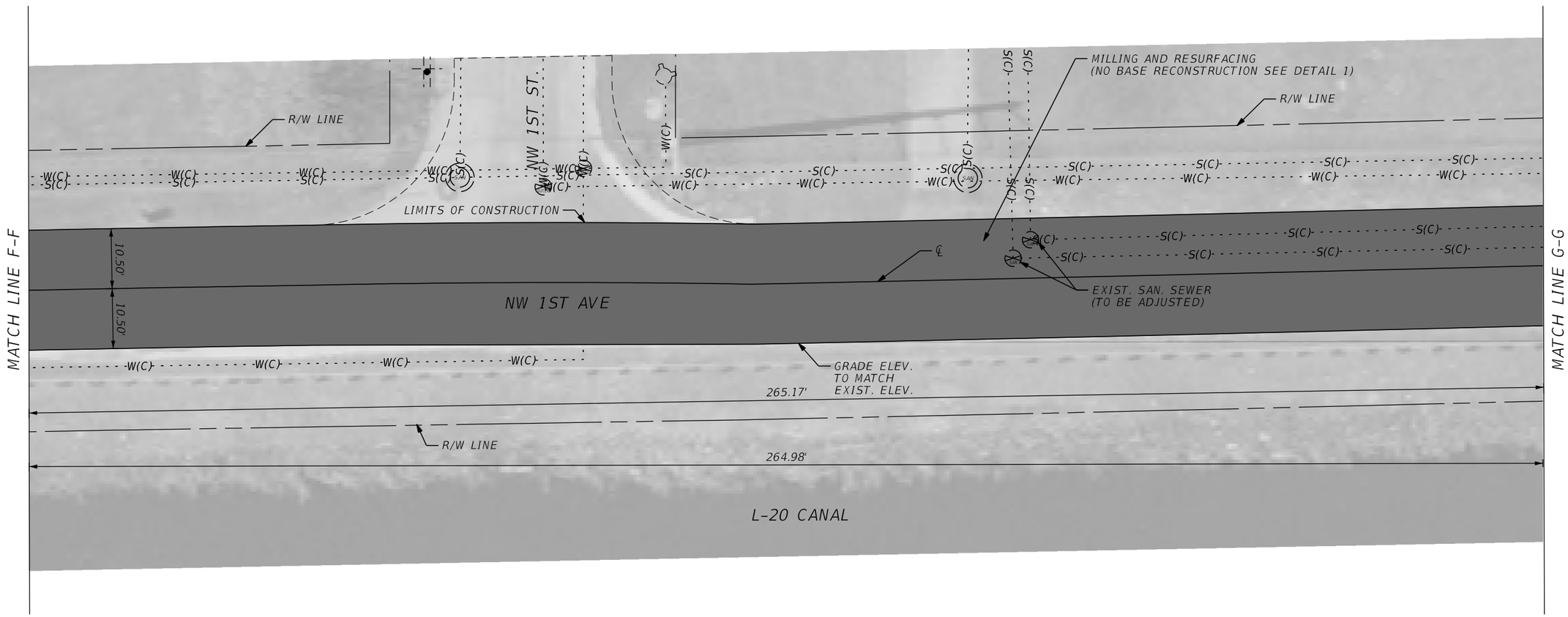

LEGEND

PARTIAL BASE RECONSTRUCTION

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CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST	PALM BEACH	

NW 1ST AVE ROADWAY PLAN

SHEET NO. 16

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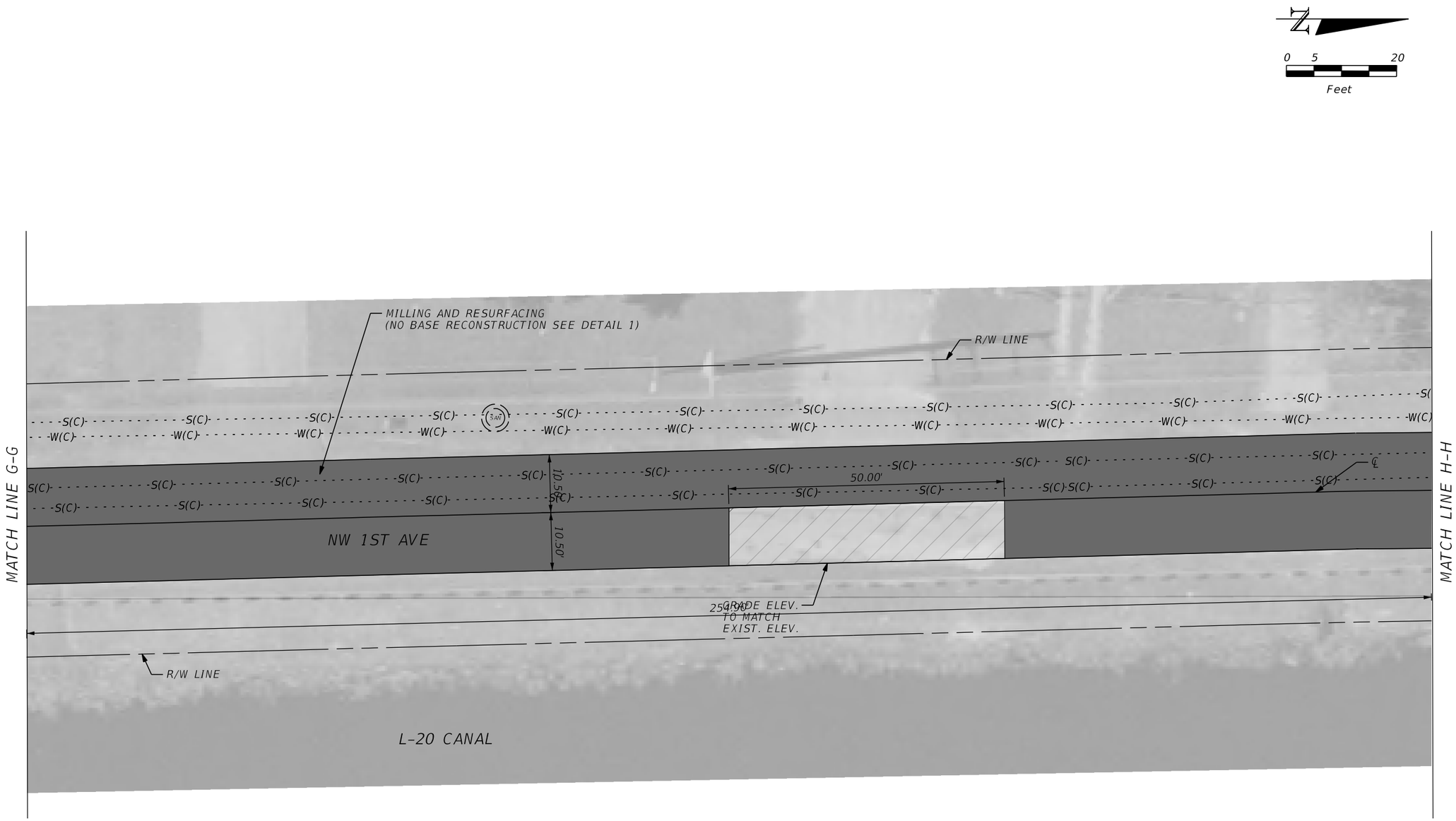

LEGEND

PARTIAL BASE RECONSTRUCTION

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CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST	PALM BEACH	

NW 1ST AVE ROADWAY PLAN

SHEET NO. 17

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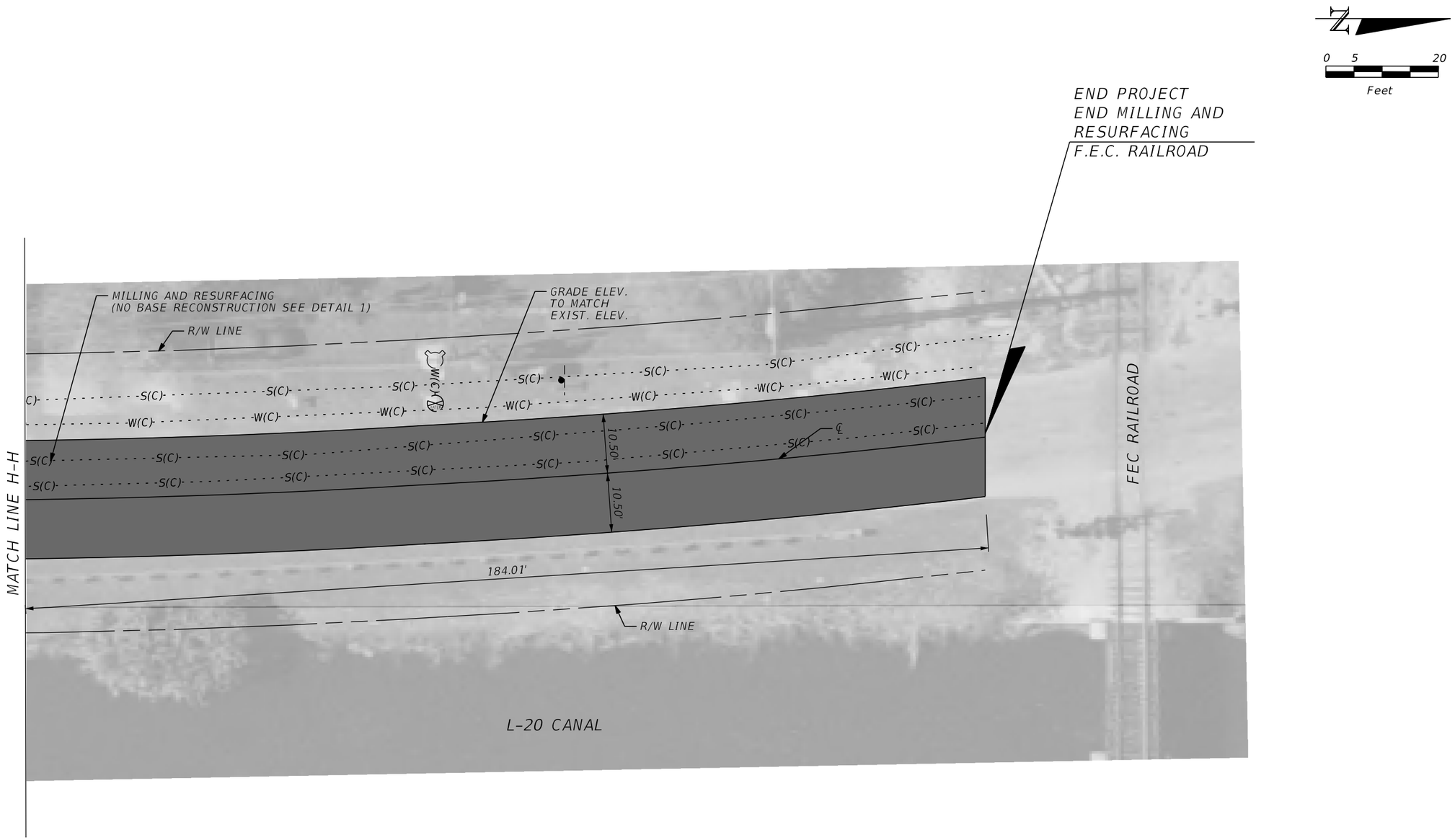

LEGEND

PARTIAL BASE RECONSTRUCTION

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CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST	PALM BEACH	

NW 1ST AVE ROADWAY PLAN

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SIGNING AND PAVEMENT MARKING GENERAL NOTES

1. ALL PAVEMENT MARKING MATERIAL SHALL BE ON THE APPROVED FLORIDA DEPARTMENT OF TRANSPORTATION "QUALITY PRODUCTS LIST" (QPL) AND APPROVED BY P.B.C, TRAFFIC ENGINEER, BEFORE INSTALLATION ON COUNTY ROADWAYS.
2. REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED AS SHOWN IN PLANS. ONLY 4" BY 4" RETRO-REFLECTIVE PAVEMENT MARKERS WILL BE PERMITTED AND WILL BE ONE OF THE APPROPRIATE PRODUCTS ON THE QUALIFIED PRODUCT LIST.
3. ALL EXISTING SIGNAGE AFFECTED BY CONSTRUCTION SHALL BE RELOCATED TO AND MAINTAINED IN A VISIBLE LOCATION FOR THE DURATION OF THE PROJECT. ANY SIGNS DAMAGED IN THE PROCESS SHALL BE REPLACED AT NO ADDITIONAL COST TO THE CITY.
4. ANY EXIST PULL BOXES AND COMMUNICATIONS CABLE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
5. 102-1 INCLUDES THE COST FOR REMOVAL OF ANY CONFLICTING PAVEMENT MARKINGS, AND RPM'S REQUIRED TO COMPLETE THE PROPOSED WORK.
6. NO ROAD CROSSING OR ENTERING THE PROJECT SHALL BE UNDULY RESTRICTED UNLESS OTHERWISE APPROVED BY THE ENGINEER.
7. THE CONTRACTOR SHALL REMOVE ANY EXISTING OR PROPOSED PAVEMENT MARKINGS (PAINT/THERMOPLASTIC) THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS. WHEN THE CONFLICT NO LONGER EXISTS THE CONTRACTOR SHALL RESTORE PAVEMENT MARKINGS TO THEIR ORIGINAL POSITION.
8. THE CONTRACTOR SHALL PROVIDE TEMPORARY PAVEMENT MARKINGS INDICATING LANE LINES AND STORAGE AREAS FOR TURNING MOVEMENT, ARROWS AND PAVEMENT MESSAGES TO COMPLETELY DEFINE TRAFFIC LANE USAGE DURING AND AT THE END OF THE DAYS OPERATION AND DURING THE CURING PERIOD FOR THE NEW PAVEMENT.
9. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.
10. SIGNING AND PAVEMENT MARKINGS TO BE PLACED IN ACCORDANCE WITH THE FDOT DESIGN STANDARDS AND THE LATEST MUTCD.
11. THERMOPLASTIC SHALL CONFORM TO THE REQUIREMENT OF THE FLORIDA DEPT. OF TRASPORTATION (F.D.O.T.) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. SEE SECTION 711. MINIMUM THICKNESS SHALL BE 90MILS (ALKYD ONLY), EXTRUDED ONLY, ON ALL COUNTY MAINTAINED ROADWAYS.
12. THERMOPLASTIC SHALL BE USED UNLESS OTHERWISE APPROVED BY PALM BEACH COUNTY TRAFFIC ENGINEER.
13. PAVEMENT MARKING INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIGE CONSTRUCTION, THE M.U.T.C.D. & F.D.O.T. & TRAFFIC DESIGN STANDARS (LASTEST EDITION), HOWEVER, WHERE CONFLICTS EXIST, THIS TYPICAL SHALL TAKE PRECEDENT OVER F.D.O.T. STANDARD SPECIFICATIONS.
14. IF EXISTING PAVEMENT MARKING MATERIAL IS NOT COMPATIBLE WITH ALKYD THERMOPLASTIC, IT SHALL BE REMOVED PRIOR TO COMMENCEMENT OF WORK.
15. ALL SIGNS AND THEIR SUPPORTS SHOWN ON THE PLAN SHEETS FOR REMOVAL SHALL BE REMOVED COMPLETELY AND DISPOSED OF BY THE CONTRACTOR. PAYMENT TO BE INCLUDED UNDER PAY ITEM 700-1-60.
16. A BLUE RPM IS TO BE PLACED AT FIRE HYDRANT LOCATIONS. PLACEMENT IS IN THE CENTER OF THE OUTSIDE LANE ADJACENT TO THE FIRE HYDRANT.
17. BEFORE FINAL ACCEPTANCE, THE PERMANENT RPM'S AS REQUIRED FOR MAINLINE EDGE, CENTER AND LANE LINES SHALL BE PLACED WITHIN 72 HOURS OF COMPLETION OF THE FRICTION COURSE PER SIGNING AND PAVEMENT MARKING PLANS. OTHER LOCATIONS FOR RPM PLACEMENT MAY BE DESIGNATED BY THE ENGINEER.
18. ALL NEW SIGNS SHALL BE DESIGNED FOR 150 M.P.H. WIND SPEED PER FDOT STANDARDS.
19. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS WHICH ARE IN CONFLICT WITH LIGHTING UTILITIES, DRIVEWAYS, LANDSCAPING, WHEELCHAIR RAMPS, MAY BE ADJUSTED PER DESIGN STANDARD 700-101. WARNING SIGN LOCATION CHANGES MUST BE APPROVED BY THE DISTRICT TRAFFIC OPERATIONS ENGINEER.
20. THE LANE WIDTH DIMENSIONS SHOWN IN THE SIGNING AND PAVEMENT MARKING PLANS REFLECT THE NOMINAL LANE WIDTHS, NOT THE DISTANCE BETWEEN THE STRIPES. SEE INDEX 711-001 FOR PLACEMENT OF LANE LINES.
21. DISTANCE BETWEEN STOP BAR AND CROSSWALK SHALL BE A MINIMUM OF 4 FEET.
22. THERMOPLASTIC SHALL NOT BE INSTALLED ON ROADWAY UNTIL FOURTEEN CALENDAR DAYS AFTER THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED, UNLESS OTHERWISE SPECIFIED BY PALM BEACH COUNTY TRAFFIC ENGINEER.
23. ALL PAVEMENT MARKINGS SHALL HAVE REFLECTIVITY OF NOT LESS THAN 300 MINICANDELAS AT INSTALLATION.
24. DRAWINGS SHALL BE SUBMITTED EITHER IN 1"=20', 1"=30' OR 1"=40' SCALE.
25. ALL REFLECTIVE PAVEMENT MARKERS SHALL BE APPROVED BY PALM BEACH COUNTY TRAFFIC ENGINEER BEFORE INSTALLATION.
26. ALL MARKERS SHALL BE CLASS "B" AS PER F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIGE SECTION 706.
27. EPOXY OR BITUMINOUS SHALL BE USED WHEN INSTALLING R.P.M.'S ON CONCRETE OR ASPHALT PAVEMENT. THERMOPLASTIC MAY BE USED TO SET R.P.M.'S ON ASPHALT PAVEMENT ONLY.
28. R.P.M 'S SHALL BE PLACED 1" (ONE INCH) TO THE LEFT OR RIGHT OF LINE.
29. ALL SIGNS SHALL BE DIAMOND GRADE REFLECTIVE SHEETING.
30. PROVIDE AT LEAST ONE SAFE, WALKABLE PATH THROUGHOUT THE CONSTRUCTION ZONE. IF THE EXISTING CURRENT WALKING SURFACES CANNOT BE MAINTAINED, THEN A TEMPORARY PATH, A MINIMUN OF 5 FEET WIDE, SHALL BE PROVIDED AND DELINEATED. TEMPORARY PATHS SHALL BE DELINEATED BY A 4 FOOT HIGH ORANGE CONSTRUCTION FENCE FOR THE ENTIRE LENGTH OF THE TEMPORARY WALK PATH. THE PATH SHALL MEET ALL ADA REQUIMENTS, THE CONTRACTOR SHALL ALSO INSTALL OR MODIFY ANY ADDITIONAL PAVEMENT, SIGNING, MARKINGS OR PEDESTRIAN SIGNALS AS NEEDED IN CONJUNTION WITH THE TEMPORARY PATH.
31. EXISTING SIDEWALK, PEDESTRIAN, BICYCLE AND WHEEL CHAIR TRAFFIC MUST REMAIN USABLE AND ACCESSIBLE, OR ALTERNATE ACCESIBLE PATHS MUST BE PROVIDED, THEY SHALL BE MAINTAINED AT TIMES THROUGHOUT THE PROJECT LIMITS.
32. SIGNS SHALL BE COVERED WHEN NOT IN COMPLIANCE WITH OR IN CONFLICT WITH PAVEMENT MARKINGS.
33. 700-1-50 INCLUDES REMOVING EXIST POST, F&I NEW POST (INDEX 11860), AND RELOCATING SIGN PANEL TO NEW POST.
34. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LENGH OF THE COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION.
35. ALL SIGNS AND THEIR SUPPORTS SHOWN ON THE PLAN SHEETS FOR REMOVAL SHALL BE REMOVED COMPLETELY AND DISPOSED OF BY THE CONTRACTOR. PAYMENT TO BE INCLUDED UNDER PAY ITEM 700-1-60.
36. FOR SPECIAL MARKINGS (INCLUDING DIRECTIONAL ARROWS) PLACEMENT REQUIREMENTS SEE FDOT DESIGN STANDARD INDEX NO. 17346.
37. ALL FTP SIGNS ARE AS PER FDOT SPECIAL SIGN DETAILS INDEX NO. 17355.

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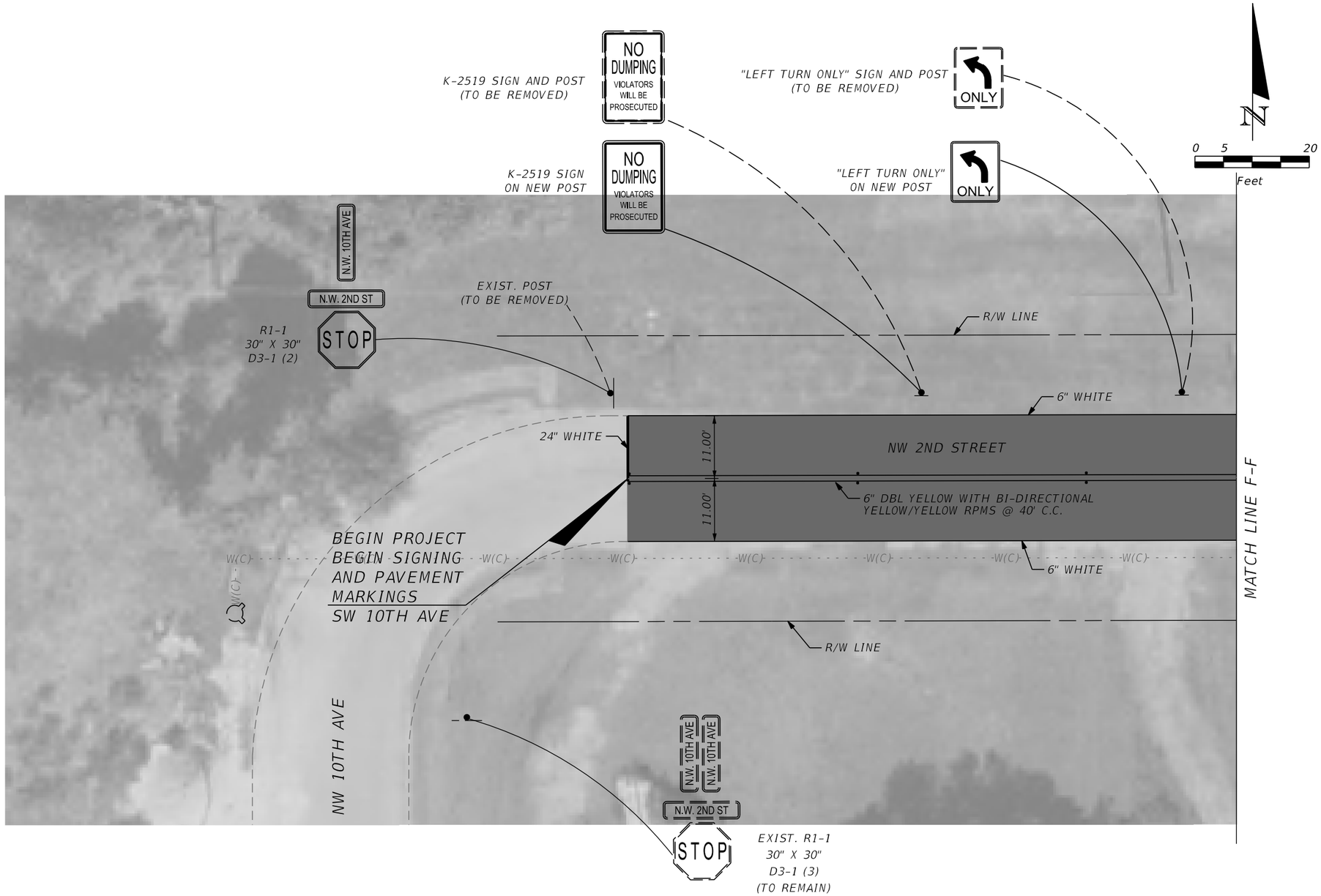
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST.	PALM BEACH	

GENERAL NOTES SIGNING AND PAVEMENT MARKINGS

SHEET NO. 19



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CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST.	PALM BEACH	

NW 2ND ST SIGNING AND PAVEMENT MARKINGS PLAN

SHEET NO. 20

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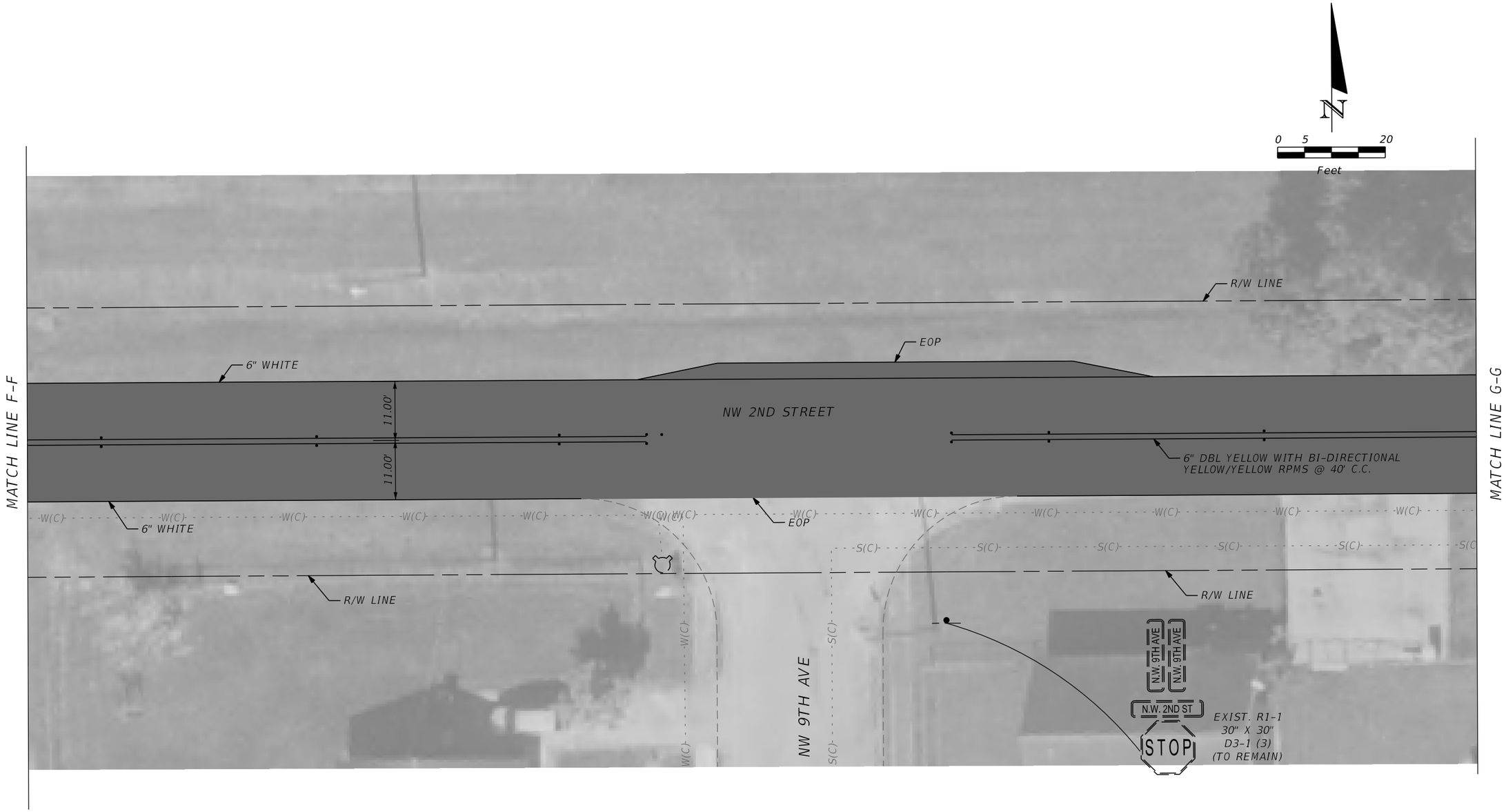

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CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST.	PALM BEACH	

NW 2ND ST SIGNING AND PAVEMENT MARKINGS PLAN

SHEET NO. 21

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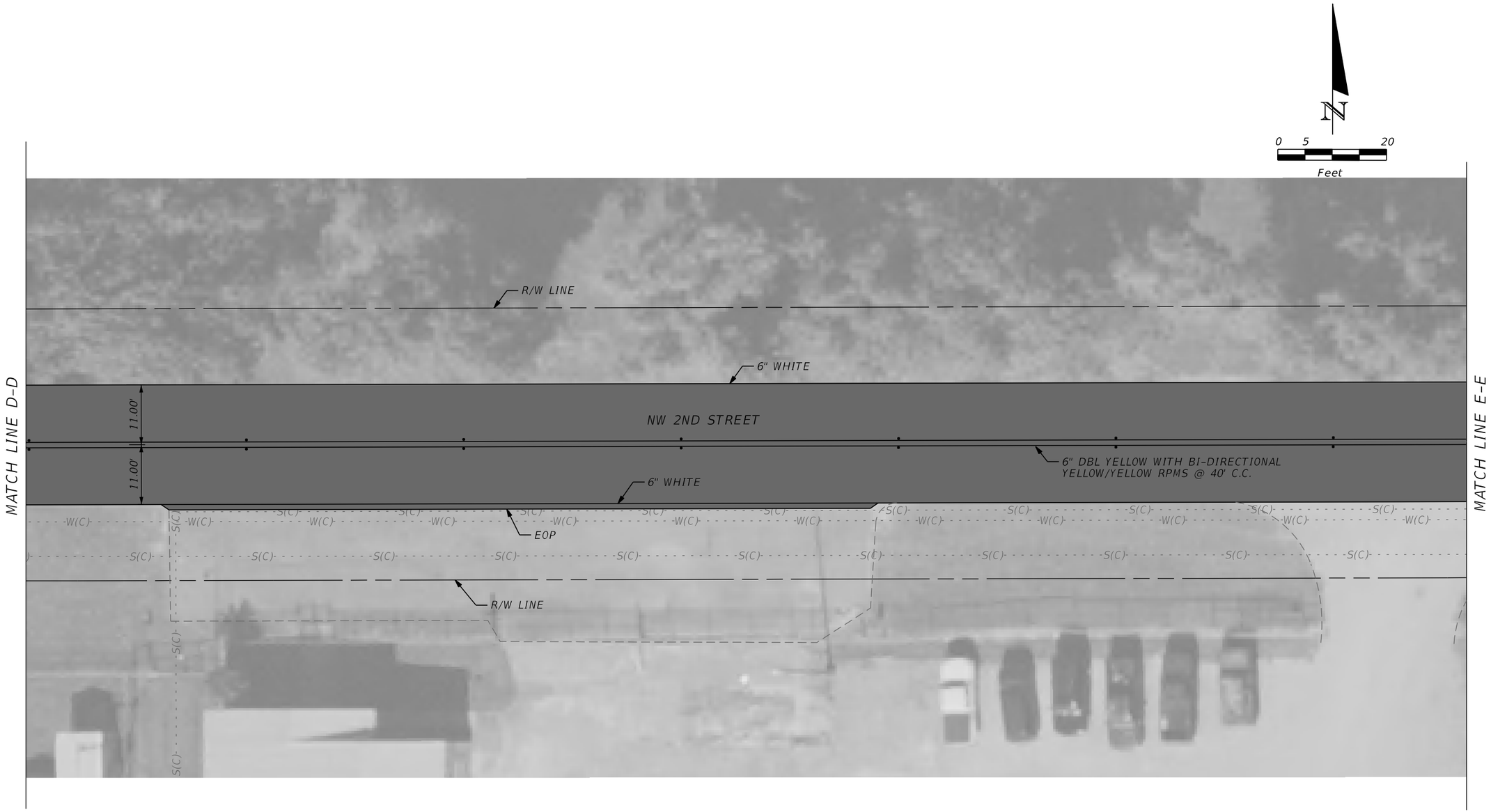

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CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
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CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST.	PALM BEACH	

NW 2ND ST SIGNING AND PAVEMENT MARKINGS PLAN

SHEET NO. 22

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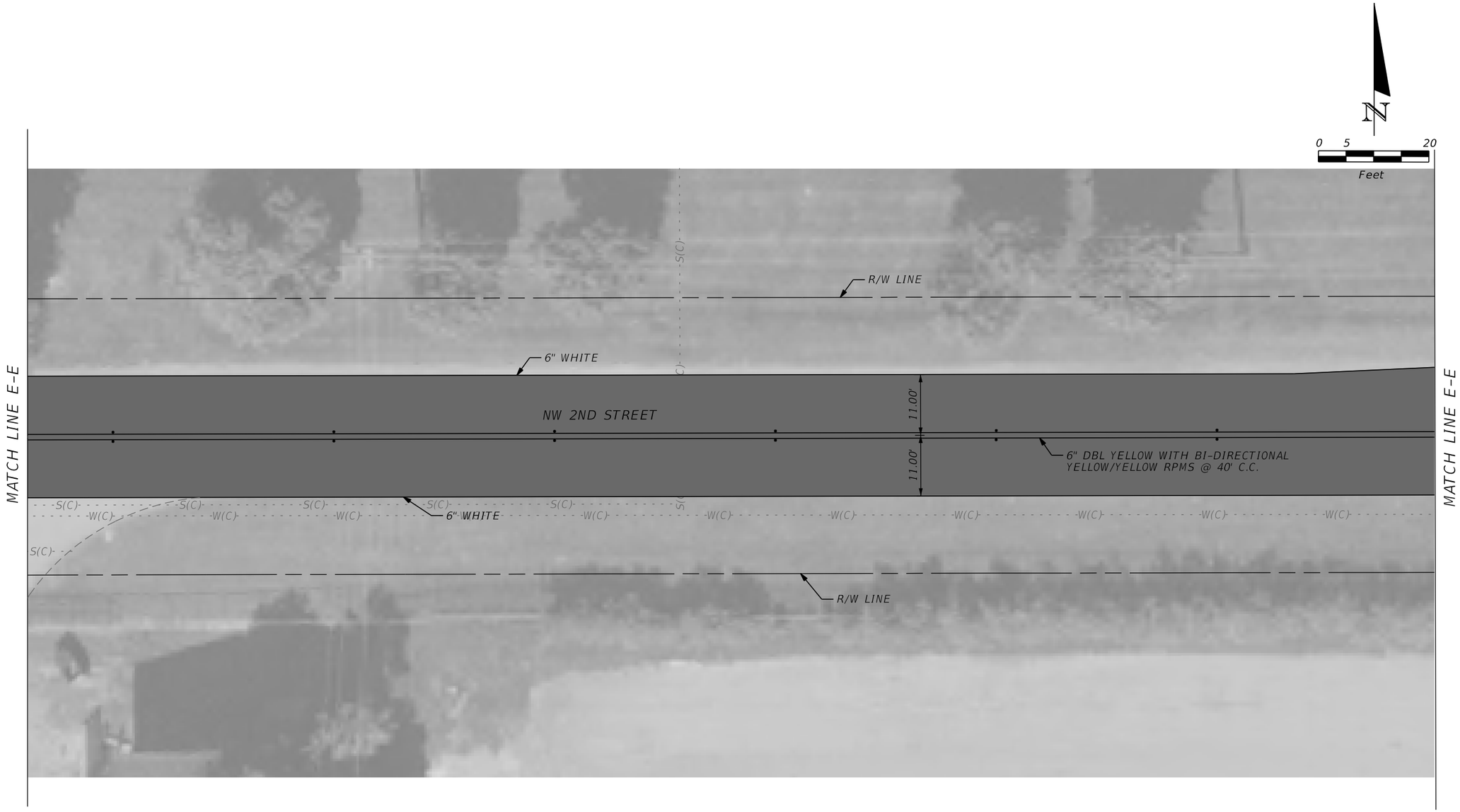

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST.	PALM BEACH	

NW 2ND ST SIGNING AND PAVEMENT MARKINGS PLAN

SHEET NO. 23

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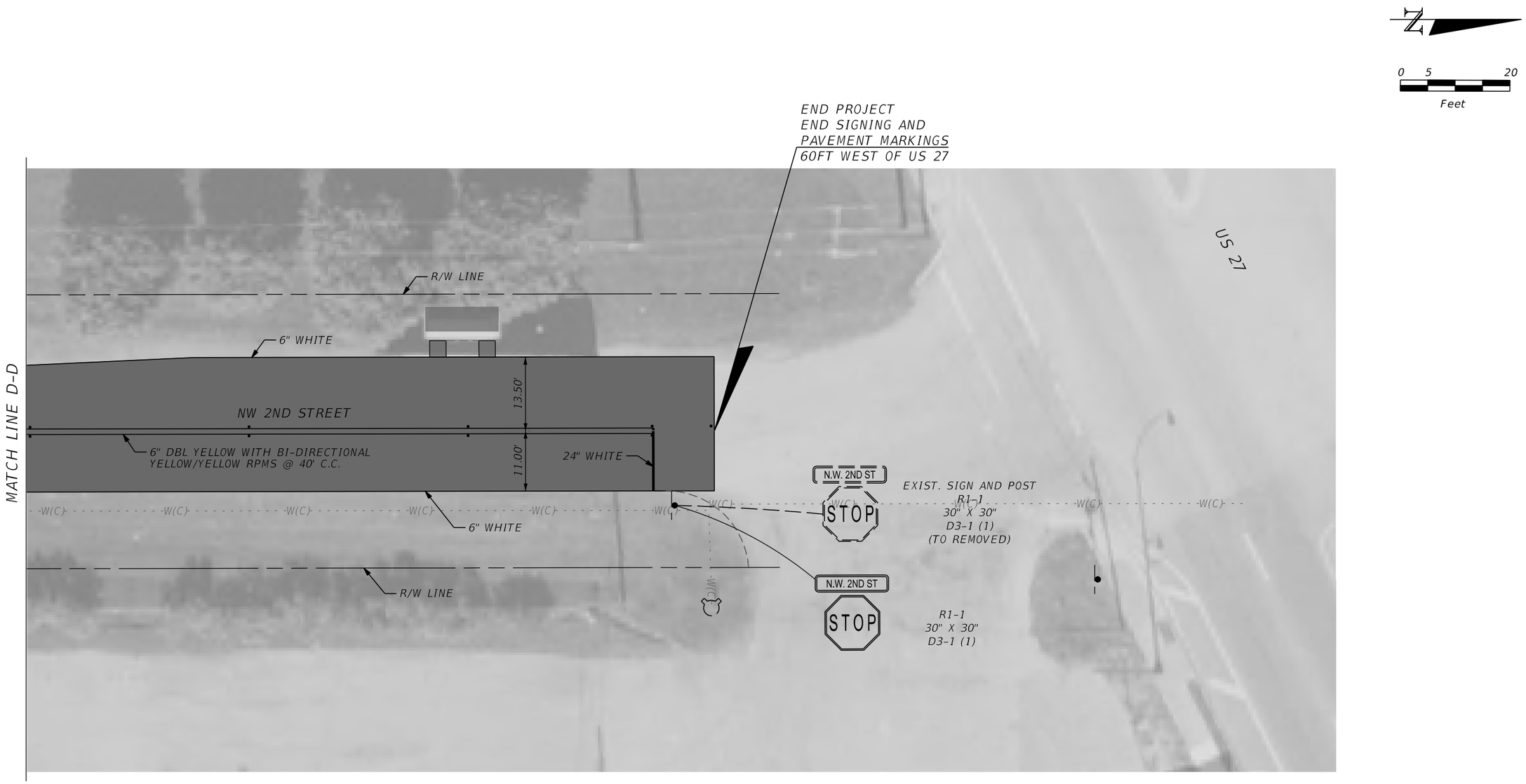

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST.	PALM BEACH	

NW 2ND ST SIGNING AND PAVEMENT MARKINGS PLAN

SHEET NO. 24

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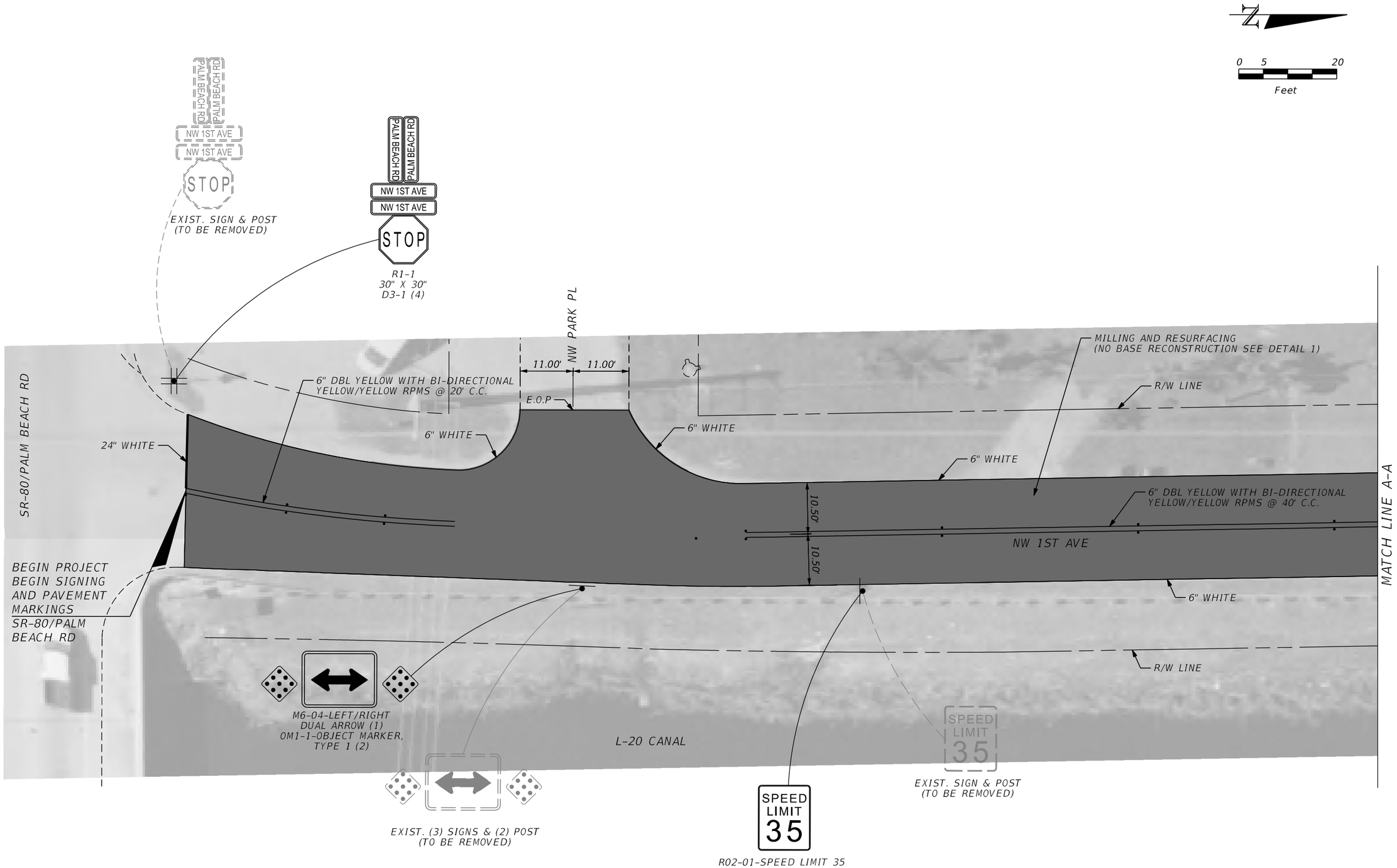

NOT FOR CONSTRUCTION
FOR BIDDING PURPOSES ONLY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST.	PALM BEACH	

NW 1ST AVE ROADWAY AND SIGNING AND PAVEMENT MARKINGS PLAN

SHEET NO.
25

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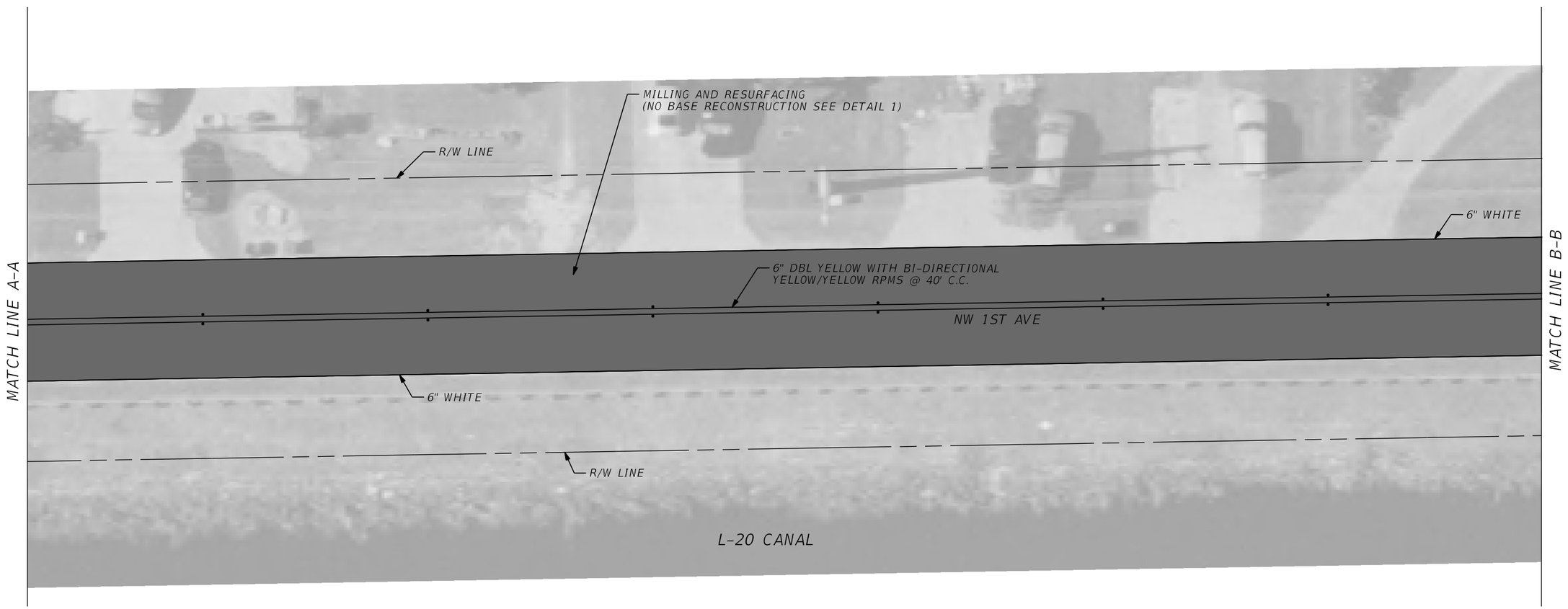

NOT FOR CONSTRUCTION
FOR BIDDING PURPOSES ONLY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST.	PALM BEACH	

NW 1ST AVE ROADWAY AND SIGNING AND PAVEMENT MARKINGS PLAN

SHEET NO.
26

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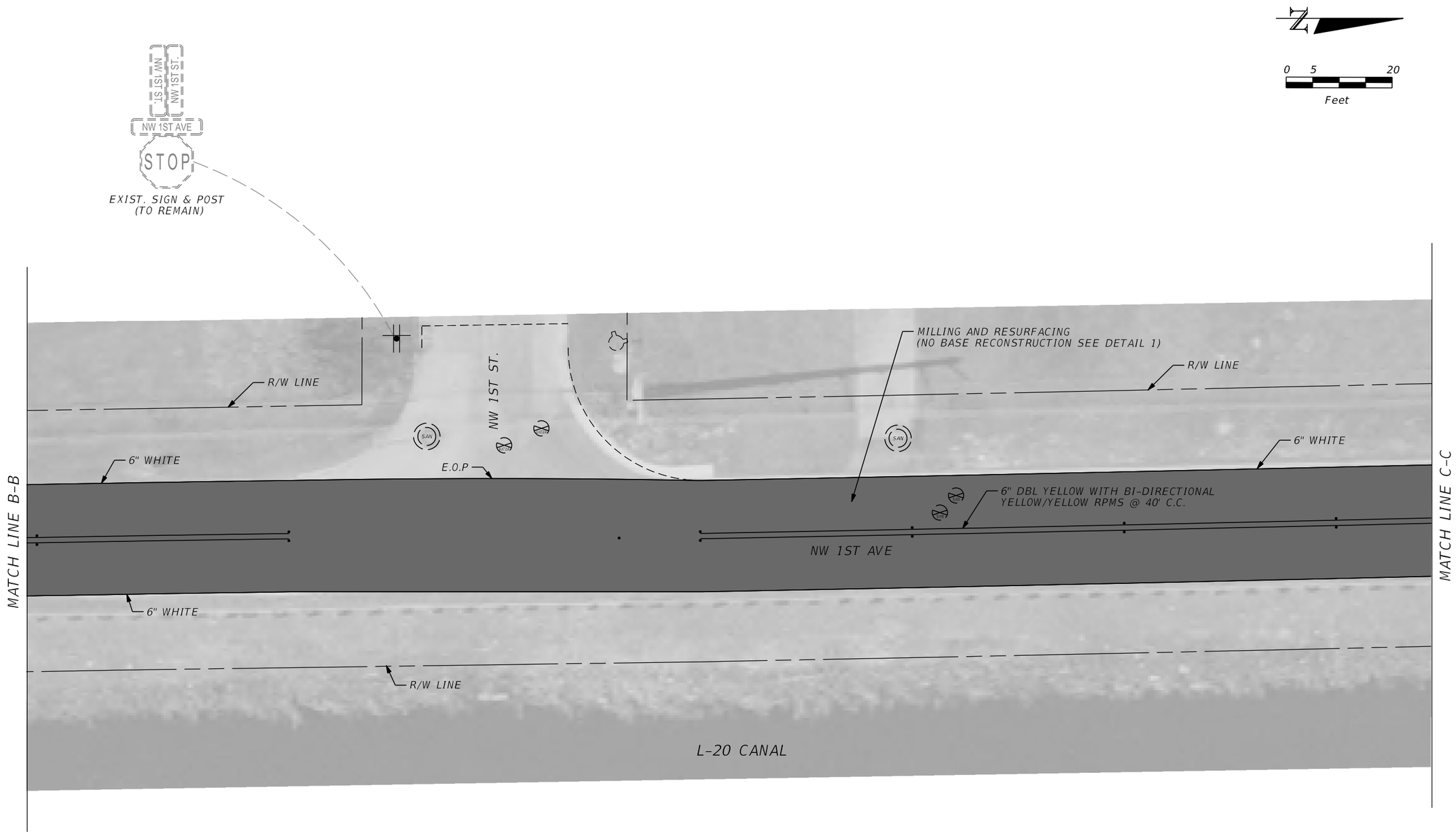


NOT FOR CONSTRUCTION
FOR BIDDING PURPOSES ONLY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

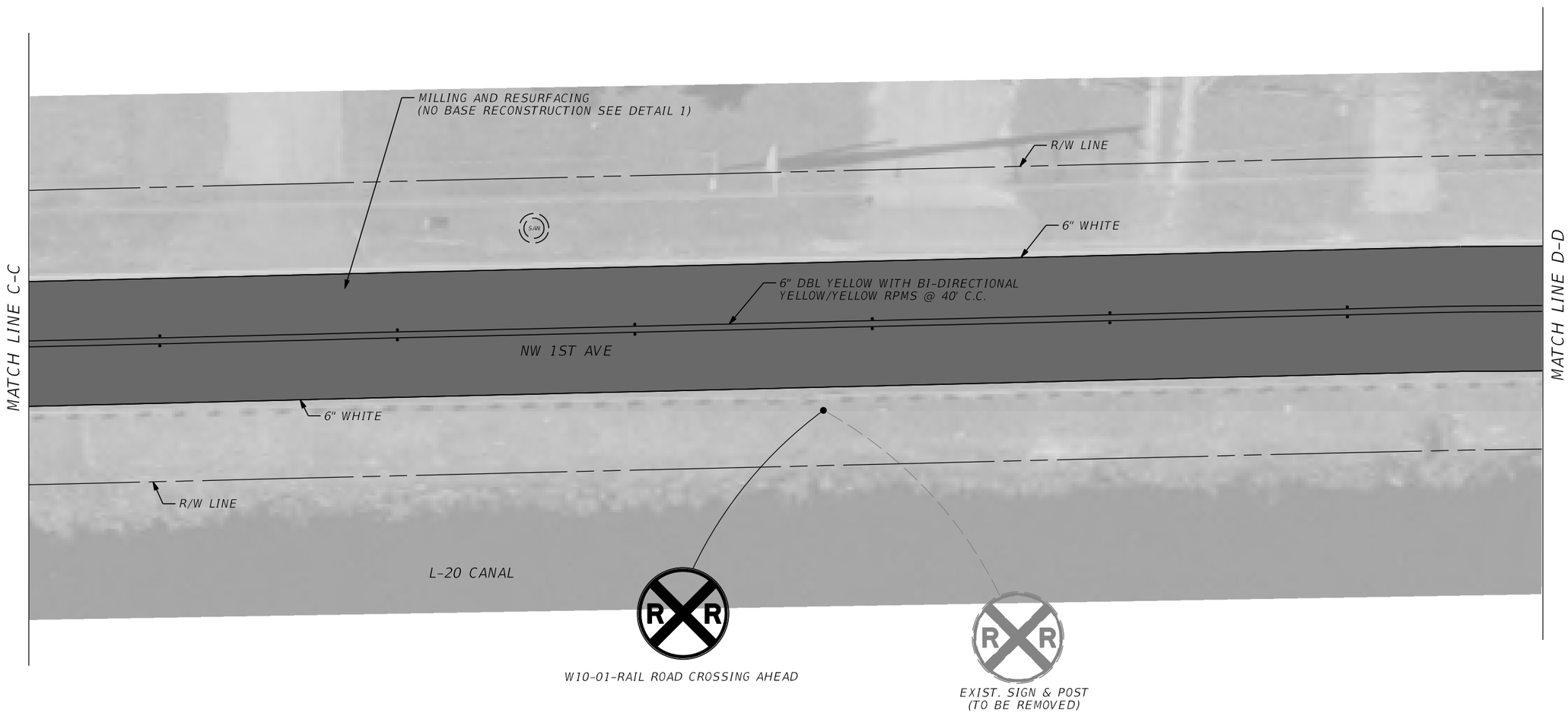
CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST.	PALM BEACH	

NW 1ST AVE ROADWAY AND SIGNING AND PAVEMENT MARKINGS PLAN

SHEET NO.
27



NOT FOR CONSTRUCTION
FOR BIDDING PURPOSES ONLY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST.	PALM BEACH	

NW 1ST AVE ROADWAY AND SIGNING AND PAVEMENT MARKINGS PLAN

SHEET NO. 28

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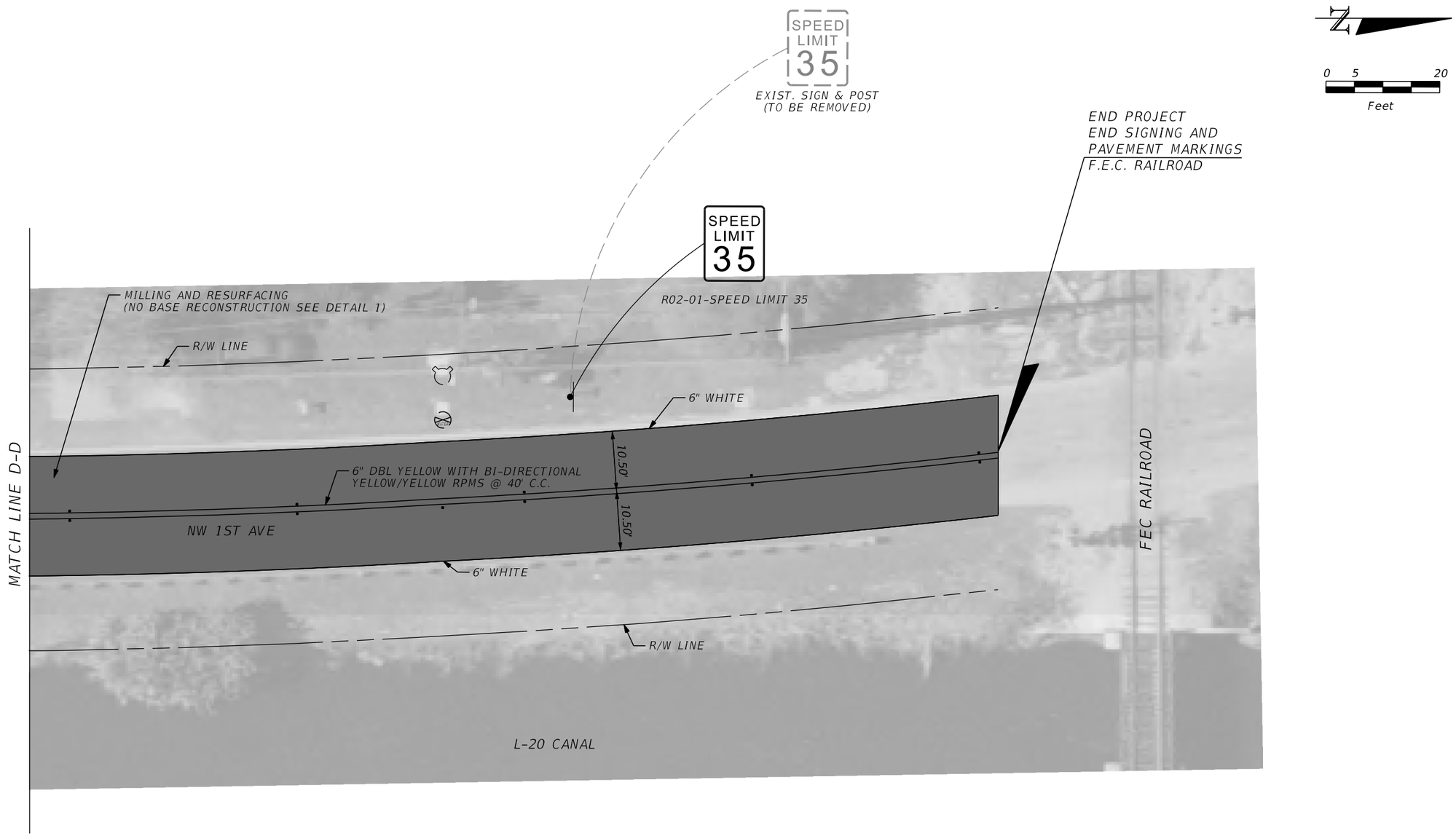

NOT FOR CONSTRUCTION
FOR BIDDING PURPOSES ONLY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST.	PALM BEACH	

NW 1ST AVE ROADWAY AND SIGNING AND PAVEMENT MARKINGS PLAN

SHEET NO.
29

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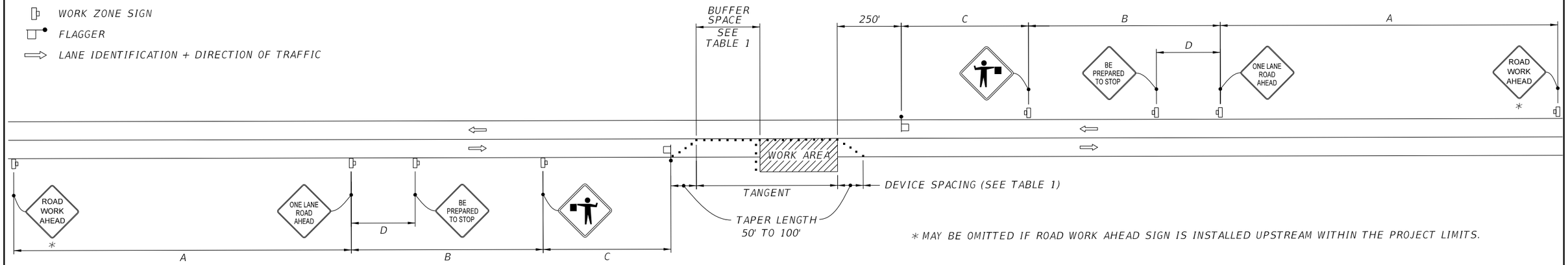
SYMBOLS:

- WORK AREA
- CHANNELIZING DEVICE (SEE INDEX NO. 600)
- WORK ZONE SIGN
- FLAGGER
- LANE IDENTIFICATION + DIRECTION OF TRAFFIC



* MAY BE OMITTED IF ROAD WORK AHEAD SIGN IS INSTALLED UPSTREAM WITHIN THE PROJECT LIMITS.

WITHOUT TEMPORARY RAISED RUMBLE STRIPS

GENERAL NOTES:

1. SPECIAL CONDITIONS MAY BE REQUIRED IN ACCORDANCE WITH THESE NOTES AND THE FOLLOWING SHEETS:

   A. RAILROAD CROSSINGS:
      A. IF AN ACTIVE RAILROAD CROSSING IS LOCATED CLOSER TO THE WORK AREA THAN THE QUEUE LENGTH PLUS 300 FEET, EXTEND THE BUFFER SPACE AS SHOWN ON SHEET 3.

      B. IF THE QUEUING OF VEHICLES ACROSS AN ACTIVE RAILROAD CROSSING CANNOT BE AVOIDED, PROVIDE A UNIFORMED TRAFFIC CONTROL OFFICER OR FLAGGER AT THE HIGHWAY-RAIL GRADE CROSSING TO PREVENT VEHICLES FROM STOPPING WITHIN THE HIGHWAY-RAIL GRADE CROSSING, EVEN IF AUTOMATIC TRAIN WARNING DEVICES ARE IN PLACE.

   C. IF THE WORK AREA ENCROACHES ON THE CENTERLINE, USE THE LAYOUT FOR TEMPORARY LANE SHIFT TO SHOULDER ON SHEET 3 ONLY IF THE EXISTING PAVED SHOULDER WIDTH IS SUFFICIENT TO PROVIDE FOR AN 11' LANE BETWEEN THE WORK AREA AND THE EDGE OF EXISTING PAVED SHOULDER. REDUCE THE POSTED SPEED WHEN APPROPRIATE.

2. TEMPORARY RAISED RUMBLE STRIPS:

   A. USE WHEN BOTH OF THE FOLLOWING CONDITIONS ARE MET CONCURRENTLY:
   B. EXISTING POSTED SPEED IS 55 MPH OR GREATER;
   C. WORK DURATION IS GREATER THAN 60 MINUTES.
   D. USE A CONSISTENT STRIP COLOR THROUGHOUT THE WORK ZONE.
   E. PLACE EACH RUMBLE STRIP SET TRANSVERSELY ACROSS THE LANE AT LOCATIONS SHOWN.
   F. USE OPTION 1 OR OPTION 2 AS SHOWN ON SHEET 2. USE ONLY ONE OPTION THROUGHOUT WORK ZONE.

3. ADDITIONAL ONE-WAY CONTROL MAY BE PROVIDED BY THE FOLLOWING MEANS:
   A. FLAG-CARRYING VEHICLE;
   B. OFFICIAL VEHICLE;
   C. PILOT VEHICLES;
   D. TRAFFIC SIGNALS.

   WHEN FLAGGERS ARE THE SOLE MEANS OF ONE-WAY CONTROL, THE FLAGGERS MUST BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.

4. WHEN A SIDE ROAD INTERSECTS THE HIGHWAY WITHIN THE TTC ZONE, PLACE ADDITIONAL TTC DEVICES IN ACCORDANCE WITH OTHER APPLICABLE TCZ INDEXES.

5. THE TWO CHANNELIZING DEVICES DIRECTLY IN FRONT OF THE WORK AREA MAY BE OMITTED PROVIDED VEHICLES IN THE WORK AREA HAVE HIGH-INTENSITY ROTATING, FLASHING, OSCILLATING, OR STROBE LIGHTS OPERATING.

6. WHEN BUFFER SPACE CANNOT BE ATTAINED DUE TO GEOMETRIC CONSTRAINTS, USE THE GREATEST ATTAINABLE LENGTH, NOT LESS THAN 200 FT, FOR POSTED SPEEDS GREATER THAN 25 MPH.

7. ROAD WORK AHEAD AND THE BE PREPARED TO STOP SIGNS MAY BE OMITTED IF ALL OF THE FOLLOWING CONDITIONS ARE MET:

   A. WORK OPERATIONS ARE 60 MINUTES OR LESS.
   B. SPEED LIMIT IS 45 MPH OR LESS.
   C. THERE ARE NO SIGHT OBSTRUCTIONS TO VEHICLES APPROACHING THE WORK AREA FOR A DISTANCE EQUAL TO THE BUFFER SPACE SHOWN IN TABLE 1.
   D. VEHICLES IN THE WORK AREA HAVE HIGH-INTENSITY, ROTATING, FLASHING, OSCILLATING, OR STROBE LIGHTS OPERATING.
   E. VOLUME AND COMPLEXITY OF THE ROADWAY HAS BEEN CONSIDERED.
   F. IF A RAILROAD CROSSING IS PRESENT, VEHICLES WILL NOT QUEUE ACROSS RAIL TRACKS.
   G. AFADS ARE NOT IN USE.

8. SEE INDEX 600 FOR GENERAL TCZ REQUIREMENTS AND ADDITIONAL INFORMATION.

9. AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS) MAY BE USED IN ACCORDANCE WITH SPECIFICATIONS SECTION 102, 990 AND THE APL VENDOR DRAWINGS.

TABLE 1

POSTED SPEED	DEVICE SPACING: MAXIMUM SPACING OF CONES OR TUBULAR MARKERS		DEVICE SPACING: MAXIMUM SPACING OF TYPE I OR TYPE II BARRICADES/PANELS/DRUMS		DISTANCE BETWEEN SIGNS				BUFFER SPACE
	ON A TAPER	ON A TANGENT	ON A TAPER	ON A TANGENT	A	B	C	D	
25	20'	50'	20'	50'	200'	200'	200'	100'	155'
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	350'	350'	350'	175'	360'
50	20'	50'	20'	100'	500'	500'	500'	250'	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

NOT FOR CONSTRUCTION
FOR BIDDING PURPOSES ONLY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CAP ENGINEERING, INC.
343 ALMERIA AVE
CORAL GABLES, FL 33134
CERTIFICATE OF AUTHORIZATION NO. 27051

CITY OF SOUTH BAY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE 2ND ST	PALM BEACH	

MAINTENANCE OF TRAFFIC

SHEET NO. 30

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PREPARED FOR THE CITY OF SOUTH BAY

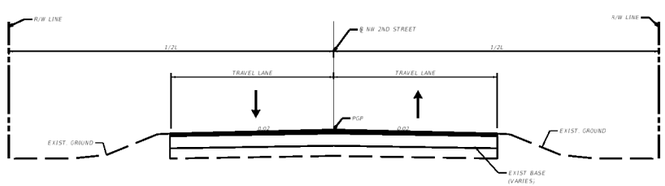
PROPOSED NW 2ND STREET
MILLING AND PARTIAL RECONSTRUCTION

NW 2ND STREET FROM 10TH AVENUE TO US 27

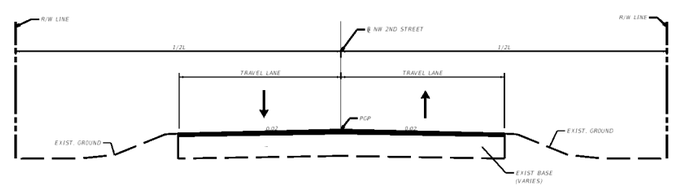
DATE: 01-06-21

NOTE:

1. THIS SHEET IS FOR THE GENERAL LAYOUT TO DESCRIBE THE TYPE OF WORK TO BE DONE. THIS SHEET IS PRELIMINARY AND SUBJECT TO CHANGE AND IS NOT FOR CONSTRUCTION NOR BID.



TYPICAL SECTION



MILLING AND RESURFACING
NW 2ND STREET
N.T.S.

LEGEND

PARTIAL RECOSNTRUCTION

MILLING AND RESURFACING

capengineering

CITY OF SOUTH BAY, FL

ITB 2021-01

Milling and Resurfacing

OF NW 1ST AVENUE and NW 2ND STREET

ADDENDUM #1

1. Bid deadline:

Original date: ~~May 24, 2021 at 10:00am~~

New date: **June 07, 2021 at 10:00am**

2. Commission Consideration:

Original date: ~~June 01, 2021 at 7:00pm~~

New date: **July 20, 2021 at 7:00pm**

3. ITB 2021-01 - Contract Plans

4. ITB 2021-01 – Bid Form

RESOLUTION 25-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO GROUND LEASE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND ZOO COMMUNICATIONS, LLC, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of South Bay, as Landlord. entered into a Ground Lease Agreement dated June 2, 2005 with BGI Broadcasting, L.P. ("BGI") as Lessee, for the property therein described, that is a portion of the property located at 100 Levee Road, South Bay, FL. 3349 (the "Lease"); and

WHEREAS, BGI subsequently assigned the Lease to JVC Media of South FLA, LLC ("JVC"); and

WHEREAS, Zoo Communications, LLC and JVC entered into that certain Assignment and Assumption of Lease dated August 1, 2017 whereby Zoo Communications, LLC took assignment of and assumed all of JVC's interest in the Lease; and

WHEREAS, the amended term of the Agreement includes six (6) five (5) year extension terms (the "Extensions Terms") after the Initial Term, and the parties mutually agree to modify the terms and conditions as set forth in the First Amendment to Ground Lease Agreement, attached hereto as Exhibit "A"; and

WHEREAS, Rent shall increase by three percent (3%) over the Rent paid during the previous year for each and every year on an annual basis for the full term of the Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, the City Commission of the City of South Bay, Florida finds that executing the First Agreement to Ground Lease Agreement between the City and Zoo Communications, LLC attached hereto as Exhibit "A" is in the best interests of the City and its residents;

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 First Amendment to Ground Lease Agreement between the City of South Bay and Zoo Communications, LLC attached hereto as Exhibit "A." The City Manager is also authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 20th day of July 2021.

_____

Joe Kyles, Mayor

ATTEST:

By: _____

Natalie Malone, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Burnadette Norris-Week, P.A.

City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This FIRST AMENDMENT TO GROUND LEASE AGREEMENT ("**Amendment**") is made effective this ___ day of _____, 2021 ("**Effective Date**"), by and between the City of South Bay ("**Landlord**") having a mailing address of 335 SW 2nd Avenue, South Bay, Florida 33493 and Zoo Communications, LLC, a Florida limited liability company, having a mailing address of 250 Northwest 23rd Street, Unit 204, Miami, FL 33127 ("**Tenant**").

WHEREAS, JVC Media of South FLA, LLC, a New York limited liability company ("**JVC**"), as assignee of BGI Broadcasting, L.P., was a predecessor in interest to a Ground Lease Agreement dated June 2, 2005, (the "**Agreement**") with the Landlord, whereby Landlord assigned to JVC the property described on Exhibit "A" hereto; and

WHEREAS, Tenant and JVC entered into that certain Assignment and Assumption of Lease dated August 1, 2017 whereby Tenant took assignment of and assumed all of JVC's interest in the Agreement; and

WHEREAS, the amended term of the Agreement includes six (6) five (5) year extension terms (the "**Extensions Terms")** after the Initial Term, and the parties mutually agree to modify the terms and conditions contained herein; and

WHEREAS, Rent shall increase by three percent (3%) over the Rent paid during the previous year for each and every year on an annual basis for the full term of the Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The Agreement will automatically renew commencing on the expiration of the Extension Terms, for up to six (6) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Extension Term**"), upon the same terms and conditions of the Agreement, as amended herein, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Additional Extension Term. The Extension Terms and all the Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Future Rent Increase / Monthly Payments.** The Agreement is amended to provide that commencing on _____, rent shall increase by three percent (3%) over the Rent paid during the previous year for each and every year on an annual basis for the full term of the Agreement.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains

in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord has caused this instrument to be signed and sealed on its behalf this _____day of _____, 20__.

Landlord: City of South Bay

_____
_____
_____
_____
_____
_____
_____

WITNESS:

_____	_____
_____	_____
Printed Name:_____	Printed Name:_____

STATE OF FLORIDA

Acknowledgement

COUNTY OF PALM BEACH

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2021, and the document was executed by the above-named _____ of his/her own free will.

Witness my hand and seal this _____ day of _____2021.

_____
Notary Public for _____
Commission expires: _____

IN WITNESS WHEREOF, Tenant has caused this instrument to be signed and sealed on its behalf this _____day of _____, 2021.

Tenant: Zoo Communications, LLC

_____
_____
_____
_____
_____
_____

WITNESS:

_____ _____
_____ _____
Printed Name:_____ Printed Name:_____

STATE OF _____

Acknowledgement

COUNTY OF _____

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__, and the document was executed by the above-named _____ of his/her own free will.

Witness my hand and seal this _____ day of _____20__.

_____
Notary Public for _____
Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land in fractional Section 3, Township 44 South, Range 36 East, Palm Beach County, Florida; more particularly described as follows:

Beginning at a point in the Easterly right of way line of the United States Levee LD-2, said point being North 36°17'25" East from United States right of way Monument at Station 741 + 81.91, a distance of 1071.97 feet; thence South 56°12' East, a distance of 455.36 feet to the Southwest corner of the herein described parcel of land; thence North 33°48' East, a distance of 330 feet; thence South 56°12' East, a distance of 660 feet; thence South 33°48' West, a distance of 330 feet; thence North 56°12' West, a distance of 660 feet, to the Point of Beginning; containing 3 acres; together with right of ingress and egress over the existing roads now used and maintained by South Bay Growers, Inc.

AND

A parcel of land in said fractional Section 3, Township 44 South, Range 36 East, Palm Beach County, Florida; more particularly described as follows:

Commencing at a point in the Easterly right-of-way line of United States Levee LD-2, said point being North 36°17'25" East from United States right-of-way monument at Station 741 + 81.91, a distance of 1071.97 feet; thence South 56°12' East, a distance of 425.36 feet to the Point of Beginning of the herein described parcel; thence South 56°12' East, a distance of 30.00 feet to the Southwest corner of the previously described parcel; thence North 33°48' East, a distance of 330.00 feet along the West line of the aforementioned parcel; thence North 56°12' West, a distance of 30.00 feet; thence South 33°48 West, a distance of 330.00 feet, to the Point of Beginning; containing 0.23 acre.

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L19000282657

Entity Name: ZOO COMMUNICATIONS, LLC

FILED
Jan 29, 2021
Secretary of State
0328414201CC

Current Principal Place of Business:

250 NW 23RD ST UNIT 204
MIAMI, FL 33127

Current Mailing Address:

250 NW 23RD ST UNIT 204
MIAMI, FL 33127 US

FEI Number: 47-3354754

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MARCO, MAZZOLI
250 NW 23RD STREET
UNIT 204
MIAMI, FL 33127 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MARCO MAZZOLI 01/29/2021

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR	Title	MGR
Name	CASTIGLIONI-DOMPE, CLAUDIO	Name	CASTIGLIONI-DOMPE, CLAUDIA
Address	250 NW 23RD ST UNIT 204	Address	250 NW 23RD ST UNIT 204
City-State-Zip:	MIAMI FL 33127	City-State-Zip:	MIAMI FL 33127
Title	MGR	Title	MGR
Name	MAZZOLI, MARCO	Name	PITTALUGA, STEFANIA
Address	250 NW 23RD ST UNIT 204	Address	250 NW 23RD ST UNIT 204
City-State-Zip:	MIAMI FL 33127	City-State-Zip:	MIAMI FL 33127

I *hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: CASTIGLIONI-DOMPE , CLAUDIA MGR 01/29/2021

Electronic Signature of Signing Authorized Person(s) Detail — Date

Operating Agreement
of
TIGR ACQUISITIONS IIII, LLC
a Delaware limited liability company

The Interests in TIGR ACQUISITIONS IIII, LLC are subject to the restrictions on transfer and other terms in this Agreement. Accordingly, purchasers of the membership interests will bear the risk of their investments for an indefinite period of time. The Interests have not been registered under (i) any state securities laws ("State Securities Laws"), (ii) the United States Securities Act of 1933, as amended ("Federal Securities Law"), or (iii) the securities laws of any foreign jurisdiction ("Foreign Securities Laws"). The Interests may be offered for sale, pledged, hypothecated, sold, assigned, or transferred only in compliance with the terms of Section 7 and only in compliance with (1) State Securities Laws, (2) Federal Securities Laws, and (3) Foreign Securities Laws.

Operating Agreement
of
TIGR ACQUISITIONS IIII, LLC,
a Delaware limited liability company

This Operating Agreement (this "Agreement") of TIGR ACQUISITIONS III, LLC (the "Company" or "LLC") is entered into effective February 10, 2021 (the "Effective Date") by MTP TowerCo LLC, a Delaware limited liability company (the "Member"). Unless otherwise indicated, capitalized words and phrases in this Agreement have the meanings given in **Exhibit B**.

Section 1
Formation

Section 1.1. Formation; General Terms; Effective Date. The LLC was formed on the date the LLC's Certificate was filed with the Delaware Secretary of State. This Agreement will be effective as of the Effective Date.

The Act and this Agreement govern the rights and obligations of the Member and the Manager and the terms of the LLC. This Agreement supersedes all prior operating agreements and related amendments of the LLC and those agreements and amendments, if any, shall have no further effect. This Agreement controls to the extent there are any inconsistencies between the Act and this Agreement. The LLC shall have no oral operating agreements, and this Agreement may be amended only in accordance with **Section 11.4**.

Section 1.2. Name. The name of the LLC is TIGR ACQUISITIONS III, LLC.

Section 1.3. Purposes. The purposes of the Company are (i) to engage in the operation of the Business; (ii) to incur indebtedness or obligations in furtherance of the activities described in this Section 1.3, all on the terms and conditions and subject to the limitations described in this Agreement; and (iii) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Delaware that are related or incidental, to and necessary, convenient or advisable for the accomplishment of the above-mentioned purposes (including the entering into of interest rate or basis swap, cap, floor or collar agreements, currency exchange agreements or similar hedging transactions and referral, management, servicing and administration agreements), all on the terms and conditions and subject to the limitations described in this Agreement.

Section 1.4. Registered Agent; Registered Office. The LLC's registered agent and registered office are stated in the Certificate. The Manager may name a different registered agent or registered office from time to time.

Section 1.5. Term. The LLC shall continue until the LLC dissolves, winds up its affairs, and makes the final liquidating distributions required by this Agreement.

Section 1.6. Tax Classification. For United States federal income tax purposes, as a "single member limited liability company," the LLC shall be disregarded as an entity separate from the Member under the default classification prescribed under Treasury Regulations § 301.7701-3. Accordingly, the LLC's tax attributes shall be reported by the Member.

Section 1.7. **Liability of Members and Manager**. No Member or Manager shall be liable for any debts, losses or liabilities of the LLC merely by reason of being a Member or Manager.

Section 2
Capital Contributions

Section 2.1. **Capital Contributions.** The Member has made the Capital Contributions to the LLC as are reflected in the books and records of the LLC and as set forth on **Exhibit A**. Interest of the Member shall be designated as Membership Units. The authorized number of Membership Units of the Company shall be 100 Membership Units. The Member shall receive the Membership Units and Percentage Interest specified opposite the Member's name on **Exhibit A**.

Section 2.2. **No Additional Capital Contributions or Loans.** The Member shall have no obligation to make Capital Contributions or any other payments to the LLC, other than to those specified in **Section 2.1.**

Section 2.3. **Liability of the Members and Manager.** No Member or Manager shall be liable for any debts, losses or liabilities of the Company merely by reason of being a Member or Manager.

Section 3
Distributions

The Company shall make distributions to the holders of membership interests at such times and in such amounts as determined by the Manager. So long as the Member is the only holder of a membership interest in the Company, all distributions shall be made solely to the Member. If there are multiple holders of membership interests in the Company, all distributions shall be made to the holders of membership interests *pro rata* in accordance with their respective membership interests.

Section 4
Allocations of Profits and Losses

Section 4.1. **Profits**. All Profits shall be allocated to the Member.

Section 4.2. **Losses**. All Losses shall be allocated to the Member.

Section 5
Management

Section 5.1. **Management by Managers**.

(a) Designation of the Manager. The LLC shall be "manager-managed" under the provisions of the Act, in all cases subject to the terms, conditions and approval rights set forth in the Member Operating Agreement. Subject to **Section 5.3**, the business and affairs of the Company shall be managed by the Manager or under the direction of the Manager. The Manager

shall be **TowerPoint Capital, LLC**, a Delaware limited liability company. Any successor Manager to the Manager shall be an Affiliate of the Manager.

(b) No Compensation; Reimbursement. The Company shall not pay the Manager or any of its employees or Affiliates any compensation for service as "manager" or officer of the Company. The Manager shall be entitled to be reimbursed for reasonable and actual out-of-pocket expenditures incurred in connection with its service as the Manager of the Company.

(c) Removal of the Manager. The Manager may be removed at any time, either with or without cause, by the Member. If the Manager is removed under this **Section 5.1(c)**, then the Member may designate a replacement Manager.

(d) Authority of the Manager. The Manager shall have complete authority and exclusive control over the management of the business and affairs of the LLC, in all cases subject to the terms, conditions and approval rights set forth in the Member Operating Agreement. The Manager shall have the authority to execute on behalf of the LLC any agreement, contract, deed, instrument, closing statement, assignment, mortgage, guaranty and all other instruments and documents that the Manager deems desirable to carry out the business and affairs of the LLC, in all cases subject to the terms, conditions and approval rights set forth in the Member Operating Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Manager shall have the fiduciary duties of loyalty and care similar to those of director of a corporation organized under the General Corporation Law of the State of Delaware.

(e) Delegation of Authority. The Manager may appoint any officers to the LLC as the Manager shall deem necessary or appropriate for the operation of its business. The Manager may delegate by written resolutions, to one Person, several Persons or a committee of Persons (with titles selected by the Manager), any powers or authority granted to a Manager under this Agreement or the Act. The Manager shall determine from time to time which officers or delegates of the LLC shall have the authority to execute documents and other instruments and take other actions on behalf of the LLC. Any delegation pursuant to this **Section 5.1(e)** may be revoked at any time by the Manager. Notwithstanding anything to the contrary contained here, all acts of the officers or delegates of the Company are subject to the terms, conditions and approval rights set forth in the Member Operating Agreement.

(f) Officers. The LLC may have any officers as determined by the Manager which may include, but are not limited to, a Chief Executive Office, Chief Financial Officer, General Counsel, Chief Operating Officer, President, one or more Vice-Presidents, a Secretary and a Treasurer. Any two or more offices may be held by the same person. Each officer shall hold office until the officer's death, resignation, retirement, removal by the Manager or Member, or the officer's successor is appointed. Each officer shall have the powers and authority and perform such duties as from time to time may be prescribed by the Manager. No Member or Manager shall be liable for any act or omission of any officer. Any officer may be removed by the Manager at any time with or without cause. Any officer may resign at any time by communicating his or her resignation to the Manager, orally or in writing. A resignation shall be effective when communicated unless such communication specifies in writing a later effective date. The Officers of the Company and their respective office are listed on **Exhibit B**.

Section 5.2. Intentionally Deleted.

Section 5.3. <u>Limitations on the Company's Activities</u>.

(a) This **Section 5.3** is adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose" entity.

(b) The Manager reserves the right to amend, alter, change or repeal any provisions contained in this Agreement in accordance with **Section 11.4**.

(c) Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Manager or any other Person, neither the Manager nor any other Person shall be authorized or empowered on behalf of the Company to, nor shall they permit the Company to, and the Company shall not, without the prior written consent of the Member, take any Material Action.

(d) The Manager shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. At the Company's expense, the Manager shall also cause the Company to:

(i) maintain its own separate books and records and bank accounts;

(ii) at all times hold itself out to the public and all other Persons as a legal entity separate from any Member and any other Person;

(iii) file its own tax returns, if any, as may be required under applicable law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes so required to be paid under applicable law;

(iv) not commingle its assets with assets of any other Person;

(v) conduct its business in its own name and strictly comply with all organizational formalities to maintain its separate existence;

(vi) maintain separate financial statements;

(vii) pay its own liabilities only out of its own funds;

(viii) maintain an arm's length relationship with its Affiliates and any Member;

(ix) pay the salaries of its own employees, if any;

(x) not hold out its credit or assets as being available to satisfy the obligations of others;

(xi) allocate fairly and reasonably any overhead for shared office space;

(xii) use separate stationery, invoices and checks;

(xiii) not pledge its assets for the benefit of any other Person;

(xiv) correct any known misunderstanding regarding its separate identity;

(xv) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities;

(xvi) act pursuant to written consent and keep minutes of such meetings and actions and observe all other Delaware limited liability company formalities;

(xvii) not acquire any securities of any Member; and

(xviii) cause the directors, officers, agents and other representatives of the Company to act at all times with respect to the Company consistently and in furtherance of the foregoing and in the best interests of the Company.

Failure of the Company or any Member on behalf of the Company, to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Manager.

Section 5.4. Limitation of Liability; Indemnification.

(a) Limitation of Liability. To the greatest extent permitted by the Act, no Member or Manager shall have any liability to the Company or to any Member for any loss or expense incurred by reason of its or his acts or omissions, whether alleged to be based upon errors in judgment, negligence, unless such act or omission resulted from fraud, bad faith, willful misconduct, gross negligence, material uncured breach of this Agreement or breach of duty (including the breach of any fiduciary duty, duty of care, duty of loyalty or other similar duty). No Manager shall be liable to the Company, any Member or any other party for any (A) action or omission taken by any Member, or (B) mistake, misconduct, negligence, dishonesty or bad faith on the part of any employee or other agent of the Company appointed by the Manager in good faith.

(b) Indemnification. The Company shall indemnify each Indemnitee (as that term is defined below) and hold each Indemnitee harmless to the greatest extent permissible by the Act, for any judgments, settlements, penalties, fines, expenses and attorneys' fees incurred in a proceeding where the Indemnitee is a party because that Indemnitee is a Member or Manager of the Company, unless such Indemnitee has engaged in fraud, bad faith, willful misconduct, gross negligence, material uncured breach of this Agreement or breach of duty (including the breach of any fiduciary duty, duty of care, duty of loyalty or other similar duty). The indemnification requirements in this **Section 5.4(b)** shall be satisfied out of Company assets only; no Member shall have any obligation to make additional Capital Contributions to satisfy Company indemnification obligations. The Manager may cause the Company to advance to an Indemnitee any expenses, costs, or liabilities, including attorneys' fees, as those expenses, costs, or liabilities are incurred and prior to the final disposition of the underlying claim upon receipt of a signed agreement by the Indemnitee to repay any advances if it is determined that the Indemnitee is not entitled to be indemnified. The Company's obligations in this **Section 5.4(b)** shall survive the termination of the Indemnitee's status as an Indemnitee and/or the dissolution of the Company. The term "Indemnitee" means the Manager or Member as well as any Person acting on behalf of the

Manager or Member pursuant to legal authority or any Persons to whom the Manager has delegated authority under **Section 5.1(e)**.

(c) Subsequent Amendments. If the Act is amended to authorize further limitation on the liability of the Manager or the Members, then the limitation on liability of the Manager or the Members shall be expanded to the fullest extent permitted by the Act. Any repeal or modification of this **Section 5.4**, or of any provision of the Act, shall not adversely affect any Person's rights or protections existing at the time of the repeal or modification.

Section 5.5. Meetings. The Managers may hold meetings at any location as is agreeable to all of the Managers. Meetings of the Managers may be held telephonically or by video conference and any Manager that attends a meeting by those means shall be considered in attendance for quorum purposes. In addition, notwithstanding any provision of this Agreement, the Managers may act by unanimous written consent in the absence of a meeting.

Section 5.6. Notice of Meetings; Quorum. A meeting of the Managers may be called by any one of the Managers. Notice of the meetings of the Managers shall be given as may be required by law, but meetings may be held without notice if all the Managers entitled to vote at the meeting are present in person or by proxy or if notice is waived in writing by those not present, either before or after the meeting. A majority of the Managers shall constitute a quorum for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned by the Managers present without notice other than by announcement at the meeting.

Section 5.7. Voting. At any meeting of the Managers, each Manager entitled to vote on any matter coming before the meeting shall, as to that matter, have one vote. Unless otherwise provided in this Agreement, a simple majority of Managers present at a meeting where a quorum exists shall be sufficient to pass any resolution of the Managers.

Section 5.8. Action Without a Meeting. Any action that may be taken at a meeting of the Managers, may be taken without a meeting with a written consent. The consent shall describe the action so taken with the signature of the requisite Managers required to act, whether before or after the action (whether or not in counterparts and whether or not through facsimile or email copies). The consent shall have the same force and effect as a requisite vote of the Managers at a duly called meeting.

Section 6
Member Meetings

Section 6.1. Actual Meetings. The Member may call a Member meeting at any time.

Section 6.2. Written Consent to Action in Lieu of Actual Meetings. The Member may take any action by written consent. The written consent may state the specific action to be taken.

Section 7
Transfer of Interests

Section 7.1. **Pledges.** No Member shall pledge or otherwise grant a security interest in all or any part of a Member's Interest without the Manager's approval. Any attempt by a Member to pledge or otherwise grant a security interest in all or any part of his Interest in violation of this Agreement shall be void and a breach of this Agreement.

Section 7.2. **Transfer by a Member.** For purposes of this **Section 7**, the term "Transfer" shall mean any sale, assignment, contribution or other disposition of all or any portion of any Interest, including any distribution by a Member that is a legal entity of assets to its owners or beneficiaries. A Member may Transfer its Interest.

Section 7.3. **Intentionally deleted.**

Section 7.4. **Assignees.**

(a) Rights of Assignees. Except as otherwise provided in **Section 7.6**, if a Transfer complies with the provisions of **Section 7**, then the Person acquiring the Interest becomes an assignee with respect to that Interest unless and until the Person is admitted as a Member in the Company under **Section 7.4(b)** or unless such Person is already a Member. In addition, any Person who succeeds to an Interest by court order, settlement or operation of law shall be an assignee with respect to such Interest unless and until the Person is admitted as a Member under **Section 7.4(b)** or unless such Person is already a Member. Except as otherwise provided in **Section 7.6**, an assignee with respect to an Interest is not entitled to vote or otherwise participate in the management of the Company, and is not entitled to receive notice of, attend, or participate in any meeting of the Company, the Members or the Manager. The Interest of an assignee shall be subject to all of the restrictions, obligations and limitations under this Agreement and the Act, including without limitation, the restrictions on Transfer of Interests contained in this **Section 7**. The Interest of an assignee shall be subject to all rights and options to purchase and all obligations contained in this Agreement, if any, to the same extent as if the assignee were a Member.

(b) Admission of Assignees as Members. An assignee of an Interest in the Company becomes a Member of the Company only upon the execution and delivery by the assignee of a written statement of acceptance and adoption of the provisions of this Agreement.

Section 7.5. **Distributions and Allocations With Respect to Transferred Interests.** If any Interest is Transferred during any Fiscal Year in compliance with the provisions of this **Section 7**, then (i) Profits, Losses and all other items attributable to the Interest for that period shall be divided and allocated between the Transferor and the transferee by taking into account their varying interests during the period in accordance with Code § 706(d), using any conventions permitted by the Code and selected by the Manager; (ii) all distributions on or before the date of such transfer shall be made to the Transferor, and all distributions thereafter shall be made to the transferee; and (iii) subject to the terms of this Agreement, the transferee shall succeed to and assume all the rights and obligations of the Transferor to the extent related to the transferred Interest.

Section 7.6. **Intentionally deleted.**

Section 8
Cessation of Membership

Section 8.1. **Withdrawal**. The Member may not withdraw voluntarily from the LLC at any time.

Section 8.2. **Cessation of Membership**. A Member shall cease to be a Member only upon: the Transfer by the Member of his or its entire Interest in accordance with the terms hereof.

Section 9
Dissolution, Winding Up and Liquidating Distributions

Section 9.1. **Dissolution Triggers**. The LLC shall dissolve only upon the first to occur of the following events:

(a) The approval of the Member with the approval required by the Member Operating Agreement.

(b) The entry of a decree of judicial dissolution or the administrative dissolution of the LLC as provided in the Act.

No other events set forth in the Act shall cause the dissolution of the LLC.

Section 9.2. **Winding Up**. If the LLC dissolves, the Manager or, if there is no Manager, a court appointed liquidating trustee, shall take full account of the LLC's assets and liabilities and wind up the affairs of the LLC. The Persons charged with winding up the LLC shall settle and close the LLC's business, and dispose of the LLC's noncash assets as promptly as possible following dissolution.

Section 9.3. **Liquidating Distributions**. Distribution of the LLC's cash and the proceeds from the disposition of the LLC's noncash assets upon liquidation of the LLC shall occur in the following order:

(a) To the LLC's creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the LLC.

(b) The balance, if any, to the Member.

Section 10
Books and Records

Section 10.1. **Books and Records.** The Manager shall keep adequate books and records at the LLC's principal place of business as required by the Act. The books and records of the Company shall be available for inspection by any Member and its designated representatives and agents during normal business hours as may be reasonably requested by such Member.

Section 10.2. **Taxable Year; Accounting Methods; Annual Financial Statements**. The Fiscal Year shall be the calendar year or any other taxable year selected by the Manager. The LLC may use any reasonable method of accounting, as determined by the Manager.

Section 11
Miscellaneous

Section 11.1. **Notices**. Any notice or other communication under this Agreement must be in writing and shall be effective if delivered to the recipient's address as stated below by: (i) personal delivery; (ii) certified United States Mail, return receipt requested; (iii) Federal Express or comparable guaranteed next business day delivery service; or (iv) fax, in which case notice shall be deemed delivered on confirmed fax transmission and receipt of the notice, so long as a hard copy of the facsimile transmission is also forwarded as stated in (i), (ii) or (iii) of this **Section 11.1**. Any notice shall be deemed received on the earlier of actual delivery or refusal of delivery. If a notice cannot be delivered because the intended recipient changed its address without at least 10 days prior notice to the other party, then the notice that could not be delivered shall be deemed refused by the intended recipient. Addresses for notices: if to the LLC, a Manager or a Member to the registered office address of the LLC. Any party may change its address for notice under this Agreement on 10 days advance notice to the other party.

Section 11.2. **Binding Effect**. Except as stated in this Agreement, every provision of this Agreement shall bind and benefit the Member and its respective successors and assigns. Nothing in this Agreement shall be deemed to create any right in any Person (other than Indemnitees) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person (other than Indemnitees).

Section 11.3. **Construction**. Any court or arbitrator shall construe every provision of this Agreement in accordance with its simple and fair meaning and not strictly for or against any Member. No court or arbitrator shall interpret any provision of this Agreement as a penalty upon, or a forfeiture by, any party to this Agreement. The parties shared equally in the drafting of this Agreement and no court or arbitrator construing this Agreement shall construe it more strictly against one party than the other.

Section 11.4. **Entire Agreement; Amendments**. This Agreement and the Certificate constitute the entire agreement among the parties with respect to the affairs of the Company and the conduct of its business and supersede all prior agreements and understandings, whether oral or written. Neither this Agreement nor the Certificate may be amended except by a written amendment that receives the consent of the Member; provided, however, that this Agreement may be amended from time to time by the Manager to reflect the admission of Members and the transfers of Interests, in each case in accordance with this Agreement, all without the necessity of obtaining the consent of the Member, in which case a copy of such amendment shall promptly be sent to each Member.

Section 11.5. **Headings**. Section and other headings contained in this Agreement are for reference purposes only.

Section 11.6. **Severability**. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason, then its illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

Section 11.7. Additional Documents. Each Member shall perform all further acts and execute and deliver any documents that may be necessary to carry out the provisions of this Agreement.

Section 11.8. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of Delaware without regard to principles of conflict of laws.

Section 11.9. Waiver of Action for Partition. Each Member waives any right that it may have to maintain any action for partition with respect to the assets of the LLC.

Section 11.10. Counterpart Execution; Facsimile Execution. This Agreement may be executed in any number of counterparts. These executions may be transmitted to the LLC and/or the other parties by facsimile or other electronic transmission and shall have the effect of an original signature. All fully executed counterparts shall be construed together and shall constitute one agreement.

Section 11.11. Time of the Essence. Time is of the essence with respect to each term of this Agreement.

Section 11.12. Additional Covenants. Notwithstanding anything in this Agreement to the contrary, the following provisions shall apply in all respects:

(a) Bankruptcy. A Member or any assignee who becomes a Member of the Company, shall not cease to be a Member of the Company upon the occurrence of any of the events set forth in Section 18-304 of the Act with respect to such Member or other Member, and shall continue to be a Member of the Company until such time as such Member's or other Member's limited liability company interests are effectively assigned or transferred.

(b) Restriction on Assignments/Transfers. A Member may pledge all of the Member's Interest to any lender or lenders as collateral for the indebtedness, liabilities and obligations of the Company and its affiliates to such lender or lenders, and any such pledge interests shall be subject to such lender's rights under any collateral documentation governing or pertaining to such pledge (including, without limitation, the right to foreclose, sell, or otherwise dispose of such pledge interests).

(c) Automatic Admission as Member. In connection with any pledge or hypothecation under **Section 11.12(b)**, or in connection with any foreclosure upon or subsequent disposition of the Interests in connection with any such pledge or hypothecation, the assignee shall be admitted as a Member of the Company and shall have all of the rights and powers of the Member that previously owned the assigned Interests without any further consent of the Member or any other person or entity.

The Member has executed this Agreement as of the Effective Date.

[Executions Appear on Following Page(s)]

Execution Page

Operating Agreement
of
TIGR ACQUISITIONS III, LLC
a Delaware limited liability company

THE COMPANY:

TIGR ACQUISITIONS III, LLC

By:_____
Name: Jon Lober
Title: General Counsel

THE MEMBER:

MTP TowerCo LLC

By:_____
Name: Jon Lober
Title: General Counsel

THE MANAGER:

TowerPoint Capital, LLC

By:_____
Name: Jon Lober
Title: General Counsel

Exhibit A - Information Exhibit
Exhibit B - Glossary of Terms
Exhibit C - Officers
Exhibit D – Certificate of Formation

Exhibit A

Operating Agreement
of
TIGR ACQUISITIONS III, LLC
a Delaware limited liability company

Information Exhibit

Member Name	Membership Units	Percentage Interest
MTP TowerCo LLC	100 Membership Units	100%
Totals	**100.00**	**100.00%**

Exhibit B
Operating Agreement
of
TIGR ACQUISITIONS III, LLC
a Delaware limited liability company

Glossary of Terms

Many of the capitalized terms that may be used in this Agreement are defined below.

"Act" means the Delaware Limited Liability Company Act (or any corresponding provisions of succeeding law).

"Additional Capital Contribution" means any additional contribution to the capital of the Company made by a Member pursuant to **Section 2.2** of this Agreement.

"Affiliate" means, with respect to any Member, (i) any Person that directly or indirectly controls or is controlled by or is under common control with the Member, (ii) any Person that is an officer of, partner in, member of, manager of or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, partner, member, manager, or trustee or with respect to which the specified Person serves in a similar capacity, (iii) any Person that, directly or indirectly, is the beneficial owner of ten 10% or more of any class of equity interest in the Member.

"Agreed Value" means, with respect to any noncash asset of the LLC, an amount determined and adjusted in accordance with the following provisions:

(a) The initial Agreed Value of any noncash asset contributed to the capital of the LLC by any Member shall be its gross fair market value, as agreed to by the contributing Member and the LLC.

(b) The initial Agreed Value of any noncash asset acquired by the LLC other than by contribution by a Member shall be its adjusted basis for federal income tax purposes.

(c) The initial Agreed Values of all the LLC's noncash assets, regardless of how those assets were acquired, shall be reduced by depreciation or amortization, as the case may be, determined in accordance with the rules set forth in Treasury Regulations § 1.704 1(b)(2)(iv)(f) and (g).

(d) The Agreed Values, as reduced by depreciation or amortization, of all noncash assets of the LLC, regardless of how those assets were acquired, shall be adjusted from time to time to equal their gross fair market values, as determined by the Manager, as of the following times:

(i) the acquisition of an Interest or an additional Interest in the LLC by any new or existing Member in exchange for more than a de minimis Capital Contribution;

(ii) the distribution by the LLC of more than a de minimis amount of money or other property as consideration for all or part of an Interest in the LLC; and

(iii) the termination of the LLC for federal income tax purposes pursuant to Code § 708(b)(1)(B).

"Agreement" means this Operating Agreement as amended from time to time.

"Business" means to (a) to acquire, hold and dispose of Cell Site Assets within the United States (including the Commonwealth of Puerto Rico) and Canada, and (b) the other activities permitted in connection therewith in **Section 1.3**.

"Capital Contribution" means with respect to any Member, the amount of money contributed to the LLC with respect to the Interest of the Member; it being acknowledged and agreed that Capital Contributions shall only be made in the form of money.

"Cell Site Assets" means cell site land interests comprised of real property interests or the assignment of real property leasehold interests that underlie or relate to wireless telecommunications infrastructure and equipment on or at wireless communication towers, rooftop sites, or other structures.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor federal revenue law.

"Certificate" means the certificate of formation required to be filed by the LLC pursuant to the Act together with any amendments thereto.

"Fiscal Year" means the annual accounting period of the LLC.

"Interest" means all of the rights, benefits and entitlements of each Member with respect to the LLC created under this Agreement or under the Act, including, without limitation, such Member's Percentage Interests and Membership Units.

"LLC" means the limited liability company formed under this Agreement.

"Manager" or "Managers" means the Person or Persons then serving the LLC as Manager(s).

"Material Action" means (i) to file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, (ii) to seek or consent to the appointment of a receiver, liquidator or any similar official for such entity or a substantial portion of such entity's assets or properties, (iii) to take any action that might cause such entity to become insolvent, (iv) to make an assignment for the benefit of creditors, (v) to admit in writing such entity's inability to pay its debts generally as they become due, (vi) to declare or effectuate a moratorium on the payment of any obligations, or (vii) to take any action in furtherance of any of the foregoing.

"Member Operating Agreement" shall mean the Operating Agreement of MTP TowerCo LLC.

"Members" shall refer collectively to the Persons listed on the Information Exhibit as Members and to any other Persons who are admitted to the LLC as Members or who become Members under the terms of this Agreement until those Persons have ceased to be Members under the terms of this Agreement. "Member" means any one of the Members.

"Membership Units" means the Members' units evidencing their ownership in the LLC. The Membership Units ownership of the LLC are specified in **Section 2.1**.

"Percentage Interest" means the Member's respective ownership percentage in the LLC which is calculated as a fraction, the numerator of which is the number of Membership Units that Member owns and the denominator of which is the overall total Membership Units owned by all Members.

"Person" means any natural person, partnership, trust, estate, association, limited liability company, corporation, custodian, nominee, governmental instrumentality or agency, body politic or any other entity in its own or any representative capacity.

"Profits and Losses" means, for each Fiscal Year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code § 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code § 703(a)(l) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(b) Any expenditures of the LLC described in Code § 705(a)(2)(B) or treated as Code § 705(a)(2)(B) expenditures pursuant to Treasury Regulations § 1.704 1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss;

(c) Gain or loss resulting from dispositions of LLC assets shall be computed by reference to the Agreed Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Agreed Value.

(d) For any asset for which the Agreed Value differs from its adjusted basis for federal income tax purposes at the beginning of any Fiscal Year or other period, in lieu of depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken in account an amount that bears the same relationship to the Agreed Value of such asset as the depreciation amortization, or other cost recovery deduction computed for tax purposes with respect to such asset for the applicable period bears to the adjusted tax basis of such asset at the beginning of such period, or if such asset has a zero adjusted tax basis, the depreciation, amortization or cost recovery deduction shall be an amount determined under any reasonable method selected by the Manager.

"Special Purpose Provisions" shall have the meaning given in **Section 5.3(b)**.

"Subsidiary" means, with respect to any Person, any corporation, association, partnership, joint venture, limited liability company or other business entity of which more than 50% of the total

interests (including partnership and joint venture interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by (x) such Person; (y) such Person and one or more Subsidiaries of such Person; or (z) one or more Subsidiaries of such Person.

"Treasury Regulations" means the final and temporary Income Tax Regulations promulgated under the Code, as they may be amended from time to time (including corresponding provisions of succeeding regulations).

Exhibit C
Operating Agreement
of
TIGR ACQUISITIONS III, LLC,
a Delaware limited liability company

Officers

Officer Name	**Office**
Jesse Wellner	Chief Executive Officer
Saat Shaikh	Chief Financial Officer
Jon Lober	General Counsel

Exhibit D
Operating Agreement
of
TIGR ACQUISITIONS III, LLC,
a Delaware limited liability company

Certificate of Formation

(See Attached)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TIGR ACQUISITIONS III, LLC", FILED IN THIS OFFICE ON THE NINTH DAY OF FEBRUARY, A.D. 2021, AT 2:10 O`CLOCK P.M.

5040459 8100
SR# 20210386939

Authentication: 202478518
Date: 02-10-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:10 PM 02/09/2021
FILED 02:10 PM 02/09/2021
SR 20210386939 - File Number 5040459

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is TIGR Acquisitions III, LLC.

2. The Registered Office of the limited liability company in the State of Delaware is located at 850 New Burton Road, Suite 201 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is COGENCY GLOBAL INC.

By: /s/ Jon L. Lober
Authorized Person

Name: Jon L. Lober
Print or Type

2021 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M10000001421

FILED
Apr 29, 2021
Secretary of State
2217166104CC

Entity Name: TOWERPOINT CAPITAL, LLC

Current Principal Place of Business:

1170 PEACHTREE STREET, SUITE 1650
ATLANTA, GA 30309

Current Mailing Address:

1170 PEACHTREE STREET, SUITE 1650
ATLANTA, GA 30309 US

FEI Number: 80-0550267

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST.
SUITE 4
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MANAGER, CFO	Title	GENERAL COUNSEL
Name	SHAIKH, SAAT	Name	LOBER, JON
Address	TOWERPOINT CAPITAL, LLC 1170 PEACHTREE STREET, SUITE 1650	Address	TOWERPOINT CAPITAL, LLC 1170 PEACHTREE STREET, SUITE 1650
City-State-Zip:	ATLANTA GA 30309	City-State-Zip:	ATLANTA GA 30309
Title	MANAGER, CEO	Title	SOLE MEMBER
Name	WELLNER, JESSE	Name	TOWERPOINT CAPITAL MANAGEMENT, LLC
Address	TOWERPOINT CAPITAL, LLC 1170 PEACHTREE STREET, SUITE 1650	Address	1170 PEACHTREE STREET, SUITE 1650
City-State-Zip:	ATLANTA GA 30309	City-State-Zip:	ATLANTA GA 30309
Title	BENEFICIAL OWNER	Title	BENEFICIAL OWNER
Name	ZUBOK, GARETT	Name	CAHILL, DUSTIN
Address	1170 PEACHTREE STREET, SUITE 1650	Address	1170 PEACHTREE STREET, SUITE 1650
City-State-Zip:	ATLANTA GA 30309	City-State-Zip:	ATLANTA GA 30309

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JON LOBER

GENERAL COUNSEL, MANAGER

04/29/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION LEASE (this "Assignment and Assumption"), is made as of August 1, 2017, by JVC Media of South FLA, LLC, a New York limited liability company ("Assignor"), and Zoo Communications, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, this Assignment and Assumption is made pursuant to that certain Asset Purchase Agreement (the "Agreement"), dated May 15, 2017, between Assignor and Assignee with respect to station WBGF(FM), Belle Glade, Florida (FCC Facility ID No. 59661) (the "Station"); and

WHEREAS, capitalized terms used herein and not defined shall have the respective meanings set forth in the Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Agreement, the parties hereto agree as follows:

1. Assignor does hereby assign to Assignee and all rights and interests of Assignor accruing from and after the date hereof in and to that certain Ground Lease Agreement, dated June 2, 2005, by and between the City of South Bay, as Landlord, and BGI Broadcasting, L.P., as Lessee, for the Station's transmitter site in Palm Beach County, Florida (the "Lease").

2. Assignee does hereby assume from Assignor all obligations to pay, satisfy, and perform under the Lease, accruing from and after the date hereof.

This Assignment and Assumption is made pursuant to (and does not modify) the Agreement, which contains certain representations, warranties and covenants regarding the Lease.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASE

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption as of the date first set forth above.

JVC MEDIA OF SOUTH FLA, LLC

By: _____
Name: John Caracciolo
Title: CEO

ZOO COMMUNICATIONS, LLC

By: _____
Name:
Title:

{01075084-1 }

WBGF-FM GROUND LEASE

OEC

FM TOWER GROUND LEASE

GROUND LEASE AGREEMENT

1: Parties

1.1 Landlord's Contact Person

Bobby "Tony" Smith
City Manager
(561) 996-6751

1.2 Landlord's Name and Address

City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

SAcatmand@southbaycity.com

1.3 Tenant's Contact Person

David Lampel
Chief Financial Officer
(340) 277-1800 Fax: (800) 787-9006

1.4 Tenant's Name and Address

BGI Broadcasting, L.P.
c/o David Lampel
2001 State Road 715
Belle Glade, Florida 33430

with a copy to:

Brent D. Ballard, Esq.
Calfee, Halter and Griswold
800 Superior Avenue, Suite 1400
Cleveland, OH 44114

2: Terms Used in this Agreement

2.1 Name and address for Payment of Rent

City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

2.2 Taxpayer Identification Number

_____

2.3 Property Identification Number

58-36-44-03-00-000-5010

2.4 Initial Term

Five (5) Years

2.5 Term

The Initial Term, and any extension term or year to year term described in Sections 3 and 4 below.

2.6 Initial Rent

$ 15,000.00 annually, payable
$ 1,250.00 monthly

FINANCE DIRECTOR - MATSIE -

OCT / NOV / DEC / JAN . $ 3000

2.7 Lease

The Ground Lease Agreement together with Exhibits A and B that are attached to this Lease.

2.8 Leased Property

The **Leased Property,** including the Ground Space and the Easements, is a portion of the 3.23 acre tract legally described on the attached Exhibit A located at the common address of N. New River Canal, South Bay, Florida, 33493 County of Palm Beach ("Leased Property"). The **Ground Space** is the portion of the Leased Property where Tenant's improvements (as defined in Section 7.1 below) will be located and is depicted on the attached Exhibit B.

The **Easements** are those granted in Section 28 and legally described in Exhibit A for access to the Leased Property and Tenant's installation and maintenance of utility lines, transmission lines and cables between the tower and equipment enclosure and the public utility connections to the Leased Property.

2.9 Commencement Date

Upon the earlier of the commencement of Tenant's installation pursuant to Section 7 below or December 1, 2004. Tenant shall notify Landlord, in writing, of the Lease Commencement Date.

3: Initial Term, Options to Extend and Rent

3.1 Initial Term. Landlord leases to Tenant and Tenant accepts the Leased Property for the Initial Term and on the terms and conditions of this Lease beginning on the Commencement Date.

3.2 Options to Extend. The term of this Lease shall be automatically renewable for four (4) additional terms of five (5) years each following the Initial Term or any extension term at the annual rental stated below and otherwise upon the same terms and conditions stated in this Lease. If Tenant desires to not extend any subsequent term of the Lease it shall give Landlord written notice of its intention to not extend the term at least sixty (60) days prior to the expiration of the then current term whereupon the Lease shall be deemed canceled upon the expiration of the then current term.

3.3 Rent. The annual rental for the first (1st) two years of the Initial Term shall be the Initial Rent. The annual rental for each year of the remainder of the Initial Term and any extension term shall be the Initial Term increased by the proportionate increase in the Index (defined below) for the period from one month prior to the Commencement Date until one month prior to such year. Such amount shall be paid in equal monthly installments. For purposes of this Agreement, the "Index" shall mean the Consumer Price Index For All Urban Consumers All Items Indexed, as published by the Bureau of Labor Statistics, United States Department of Labor (1982-84=100). If the United States Department of Labor no longer publishes the Index, the parties shall mutually agree upon a substitute index.

Standard Provisions

4: Additional Yearly Terms

If at the end of the fourth (4th) five (5) year extension term this Lease has not been terminated by either party giving six (6) months prior written notice to the other, the Term of this Lease shall automatically continue in force upon the same terms and conditions for a further term of one (1) year and for any subsequent annual terms until such time as either party serves written notice upon the other of its intention to terminate this Lease at least six (6) months prior to the end of any annual term.

5: Methods of Payment

5.1 First Rent Payment. Not later than fourteen (14) days after the Commencement Date, Tenant shall pay Landlord rent for the first two (2) full calendar months of the Initial Term.

5.2 Subsequent Monthly Rent Payments. Effective with the first (1st) day of the third (3rd) calendar month of the Initial Term, rent shall be payable monthly in advance on the first (1st) day of each calendar month.

5.3 Location for Payment. All rent shall be paid to Landlord at the Address for Payment of Rent or to another person, firm or place which the Landlord may from time to time designate in writing at least forty-five (45) days in advance of a rent payment date.

6: Use of Leased Property

Tenant may use the Leased Property for lawful broadcasting and telecommunications purposes and related site preparation, improvements and maintenance purposes in accordance with all applicable laws, ordinances, and governmental regulations.

7: Tenant's Installation

7.1 Improvements. Tenant may install an antenna structure, antennas, equipment enclosures, fencing, equipment, other personal property, fixtures, cables and anchors, transmission lines, and utilities on a portion (the "Ground Space") of the Leased Property and make such other installations on the Leased Property as Tenant may desire provided such installations are in compliance with this Lease and all applicable laws, ordinances, and governmental regulations. Landlord hereby grants to Tenant the right to temporarily use additional space, immediately adjacent to the Leased Property, during the initial construction. Tenant may from time to time relocate or replace any of these items with new or different items with the same or different specifications so long as their installation is otherwise in compliance with this Lease and all applicable laws, ordinances, and governmental regulations.

7.2 Electric Service. In the event Tenant cannot make a direct connection to the electric utility serving the Property, Landlord shall permit Tenant to connect to Landlord's electrical service. In such case the electrical service shall be metered (or submetered) separately. If Tenant does use Landlord's electrical service, Landlord will bill Tenant at the end of each month for the actual amount and actual cost to Landlord of electricity used by Tenant. In any case, Landlord shall allow Tenant to use Landlord's existing wiring and risers at no additional cost so long as such use does not interfere with Landlord's electrical service.

7.3 Workmanlike Construction. Tenant agrees that the installation will be completed in a neat and workmanlike manner consistent with good engineering practices. All costs of the installation, including, but not limited to, the cost of connecting Landlord's electrical service to Tenant's equipment, will be paid by Tenant.

7.4 Title to Various Items. Landlord shall, at all times, be the sole and exclusive owner of the Leased Property. Tenant shall at all times be the sole and exclusive owner of the antenna structure, antennas, equipment enclosures, equipment, other personal property, fixtures, transmission lines and cables and other improvements installed by Tenant on the Leased Property.

7.5 Ingress and Egress.

(A) Landlord represents and warrants that, during the Initial Term, and any extension term, Tenant and Tenant's agents, employees and contractors shall have free and unrestricted access for ingress and egress, to and from the Leased Property from and to an open public street, road or highway twenty-four (24) hours each and every day, seven (7) days each and every week, and for access to public utility service, and that Landlord shall not permit or suffer any interference with such free and unrestricted access.

(B) Following Tenant's initial construction of its improvements on the Leased Property, and notwithstanding anything to the contrary contained elsewhere in this Agreement, Tenant agrees to use its best efforts to provide routine maintenance to the improvements during the hours of 8:00 a.m. to 5:00 p.m. However, in the event of an emergency where Tenant is required to repair or replace its equipment on the Leased Property, the parties agree that Tenant may have immediate access the Leased Property even if such access takes place at other times. In such event, Tenant will use its best efforts not to disturb Landlord.

(C) It is understood and agreed by and between the parties that as of the date of this Agreement, Tenant's access to the Leased Property will be by means of the gravel road depicted on Exhibit B attached to this Agreement. Tenant warrants and

represents to Landlord that except in the event of damage or destruction caused by acts of God, or resulting from events that are not within Tenant's control or caused by Tenant, Tenant shall maintain the gravel road in good condition and repair throughout the Initial Term and any extension terms. If at any time Landlord elects to change the surface of the gravel road to a material other than gravel, Landlord agrees to assume sole responsibility for maintaining and repairing the road.

8: Taxes

Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property. Landlord shall be solely responsible for and shall timely pay all real estate, special assessments or similar taxes relating to the Leased Property including any improvements made by Tenant. At the request of either party, the other shall provide evidence of payment of taxes.

9: Indemnification; Waiver of Subrogation

Landlord and Tenant hereby agree to indemnify, defend and hold each other harmless from and against any claim of liability or loss from personal injury or damage to the property of others in connection with the Leased Property or resulting from or arising out of the use and occupancy of the Leased Property by the indemnifying party or its agents, excepting, however, such claims or damages as may be due to or caused by the acts of the indemnified party or its agents. Neither party shall have any obligations under this Paragraph unless notified in writing of any such claim or loss within thirty (30) business days of receipt by the other party of notice of such claim or loss.

Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any other casualties insured against or required to be insured against hereunder (including deductible portions), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, and each party hereby waives any right of subrogation for all or any insurance maintained by either party. Each party shall cause each insurance policy carried by it hereunder to be written in such manner to provide that the insurer waives all right of recovery by way of subrogation against the other party hereunder in connection with any loss or damage covered by such policy.

10: Landlord's Representations

In order to induce Tenant to enter into this Lease, Landlord covenants, represents and warrants, as of the date of this Lease and throughout its Term, as follows:

10.1 Authority. Landlord is solvent and the owner of the Leased Property in fee simple. Landlord has full authority to execute, deliver, and perform this Lease and is not in default of any mortgage affecting this Leased Property.

10.2 No Condemnation. Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Leased Property, or any part thereof, instead of condemnation.

10.3 No Unrecorded Liens. Landlord has not performed and has not caused to be performed any work on the Leased Property during the six months preceding the Lease Date which could give rise to any mechanic's or materialmen's liens. There are no unrecorded easements or agreements affecting the Leased Property.

11: Assignment, Sublease

Tenant may, without Landlord's consent, assign this Lease or any of its rights under this Lease, in whole or in part. All or any part of the Leased Property may be subleased by Tenant. Additionally, Tenant may mortgage or grant a security interest in this Lease and the improvements on the Leased Premises, and may assign this Lease and such improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Landlord shall execute such consent to leasehold financing as may reasonably be required by Secured Parties

12: Defaults

12.1 By Tenant. In the event of default under this Lease by Tenant, Landlord shall be entitled to remedies as shall then be provided by law except that Landlord shall not be entitled to distrain any personal property (including fixtures) on the Leased Property; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to

Tenant written notice of default to Tenant and the nature of the default and Tenant shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default, in addition to any other remedies available to Landlord, the Landlord may elect to commence eviction proceedings provided, however, Tenant shall be permitted a six month stay from receipt of a notice of eviction at 110% of the then current monthly rent.

12.2 By Landlord. If Landlord defaults in any of its obligations under this Lease, in addition to any remedies available at law or equity, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's costs and expenses of doing so. Notwithstanding anything else in this Lease, Tenant may defer payment of rent including the first rent payment, during any period in which Landlord is in default in any of its obligations under this Lease; has failed to provide or execute or cause to be provided or executed (a) any document reasonably necessary for Tenant's use of the Leased Property in the manner contemplated, (b) any easement; or (c) any document reasonably necessary to obtain any title insurance or other necessary or desirable insurance or consent.

13: Condemnation

In the event any of the Leased Property is taken in a condemnation proceeding, or sold in lieu of condemnation, then at Tenant's option (exercised by notice to Landlord) this Lease may be terminated as of the date of the event and Tenant shall be liable for rental and other payments only until the date on which the Leased Property is taken or sold. In the event of condemnation, Tenant's share of any condemnation award or proceeds from sale in lieu of condemnation shall be limited to compensation for Tenant's leasehold interest, antennae, improvements, transmission lines, loss of business and equipment, and Tenant's costs of relocation. Tenant shall not receive any part or portion of condemnation award or sales proceeds relating to compensation for property owned by the Landlord.

14: Casualty

In the event the Leased Property is destroyed or damaged in whole or in part by casualty during the term of this Lease then, at Tenant's option (exercised by notice to Landlord), this Lease may be terminated as of the date of the event or at any time within ninety (90) days thereafter and no further rent shall be due under the Termination Section or any other Section of this Lease.

15: Quiet Enjoyment

Landlord covenants and agrees that upon payment by Tenant of the rental under this Lease and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Property, the rights, and privileges granted for the term demised without hindrance or interference by Landlord or any other person and Landlord shall perform all of its obligations under this Lease.

16: Non-Disturbance and Attornment

16.1 Existing Encumbrances. Landlord shall deliver to Tenant executed originals of non-disturbance and attornment agreements with Tenant in form satisfactory to Tenant, in Tenant's reasonable discretion, from any existing mortgage holder or other party holding an interest in the Leased Property which may take precedence over Tenant's interest in the Leased Property. Failure by the Landlord to deliver any required non-disturbance and attornment agreement, within thirty (30) days of the execution of this Lease, shall entitle Tenant, at Tenant's option, to terminate this Lease at any time thereafter and to obtain a refund of all rent and any other amounts paid to Landlord, and, in any case, Tenant shall have no obligation to pay rent or other amounts under this Lease until Landlord delivers the executed non-disturbance and attornment agreement.

16.2 Subsequent Financing. Upon Landlord's written request, Tenant shall enter into recordable subordination, non-disturbance and attornment agreements with the holders of any mortgage, trust deed, installment sale contract or other financing instrument dated after the Lease Date, in form reasonably satisfactory to Tenant.

17: Termination

17.1 By Tenant. In addition to termination as a result of action or inaction pursuant to other parts of this Lease, Tenant may terminate this Lease: (a) at any time upon thirty (30) days' written notice to Landlord and payment of six (6) months rental at the then current monthly rate or in the case of annual rental 1/2 of the same; or (b) immediately, without payment of any rent not yet due following written notice to Landlord of either (i) Tenant's inability to secure necessary zoning and/or Tenant has lost, been denied or failed to satisfy any necessary authorization or radio engineering criteria to use the Leased Property as

contemplated in this Lease, or (ii) Tenant's having obtained a structural engineering report or other building inspection showing building conditions which in Tenant's sole judgment are unsuitable for Tenant's purposes.

17.2 **Removal of Equipment.** Upon the expiration of this Lease, or its earlier termination or cancellation for any reason, Tenant may, at its sole expense, remove from the Leased Property all of its antennas, antenna structures, equipment enclosures, transmitting and receiving equipment, transmitting lines, other personal property, fixtures and other improvements (except underground wiring, driveways, sidewalks and foundations).

18: Cooperation

Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Leased Property as contemplated in this Lease, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request. During the term of this Lease, Landlord shall take no action which adversely affects the uses permitted on the Leased Property. At any time after the Lease Date or the Commencement Date either party shall execute or cause to be executed any documents, or take or cause to be taken any actions, reasonably necessary to carry out the intent of this Lease.

19: Lease Construction

This Lease shall be construed in accordance with the laws of the State where the Leased Property is located. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect.

20: Entire Binding Understanding; No Oral Modification

All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties. Presentation of this Lease by Tenant to Landlord shall not constitute an offer unless the Lease has been signed by Tenant, and this Lease shall not be binding until executed by both Landlord and Tenant.

21: Successors; Severability

Subject to the provisions regarding assignment, this Lease shall be binding upon, and inure to the benefit of, the successors-in-interest and permitted assigns or subtenants of the parties and any grantee of Landlord. If any provision of this Lease shall be held invalid or unenforceable, such provision shall be deemed deleted from this Lease and replaced by a valid and enforceable provision which so far as possible achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Lease shall continue in full force and effect.

22: Notices

All notices, requests and other writings required under this Lease (including any notices of renewal, or termination rights) must be in writing and shall be deemed validly given upon the earlier of (i) actual receipt or (ii) the second business day after the date posted if sent by certified mail, return receipt requested, addressed to the other party with copies as set out in the Landlord's Address and Tenant's Address (or any other address within the United States that the party to be notified may have designated to the sender by like notice).

23: Estoppel Certificates

During the Term of this Lease, either party shall, upon twenty (20) days' prior written request by the other, deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, in effect as modified and setting forth the modifications and the dates of the modifications), the dates to which rent and other charges have been paid, and stating whether or not, to the knowledge of the party delivering the certificate, the requesting party is in default in performance of any agreement contained in this Lease and, if so, specifying each default and whether there are any counterclaims.

24: Lease Memorandum.

Simultaneous with the execution of this Lease, the parties shall execute a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties will execute and record a modified Memorandum of Lease or a supplement to the Memorandum of Lease. Tenant shall not be required to pay rent during any period in which Landlord refuses to execute a modification or supplement.

25: Performance

Time is of the essence in this Lease.

26: Broadcast Interference

26.1 Definition. As used in this Lease, "interference" with a broadcasting activity means:

(a) Interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the rules and regulations of the Federal Communications Commission (FCC) then in effect, or

(b) A material impairment of the quality of either sound or picture signals on a broadcasting activity as may be defined by the FCC at any hour during the period of operation of activity, as compared with that which would be obtained if no other broadcaster were broadcasting from the Leased Property or had any equipment on the Leased Property.

26.2 Removal. Landlord shall take reasonable actions to prevent and promptly remove or cause to be removed any interference with Tenant's broadcast activities caused by Landlord or Landlord's lessees, licensees, invitees or agents. From and after the Lease Date and until termination of the Lease, Landlord shall not enter into any agreement to install or permit to be installed, any telecommunications equipment unless Tenant determines in its judgment, following receipt of prior written notice from Landlord regarding any such installation, that such installation will not cause interference with Tenant's broadcast activities or limit Tenant's intended use of the Leased Property.

27: Environmental Matters

27.1 Definition. For purposes of this Lease:

(a) "Applicable Environmental Laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(b) "Hazardous Material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in applicable Environmental Laws.

27.2 No Hazardous Material. Neither the Landlord nor, to the best knowledge of Landlord, any other person has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the Building or any part thereof nor any part thereof has ever been used by the Landlord, or to the best knowledge of the Landlord, by any other person either as a permanent or temporary dump site or storage site for any Hazardous Material.

27.3 Tenant's Indemnity. Tenant indemnities the Landlord and agrees to hold the Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Leased Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Tenant.

27.4 Landlord's Indemnity. In all other cases, Landlord indemnities the Tenant and agrees to hold the Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of any breach of the foregoing covenants or agreements by Landlord, or arising from or in connection with the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Leased Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) existing as of the date Tenant takes possession of the Leased Property or thereafter caused by or in the control of Landlord.

27.5 Survival. The provisions of and undertakings and indemnifications set out in this Section 27 shall survive the termination of this Lease.

28: Easements.

28.1 Granted. For the Term of this Lease, Landlord grants to Tenant the Access and Utility Easements, if any, described in Exhibits A or B of this Lease and the Rider to the Memorandum of Lease.

28.2 Modifications. If, subsequent to the Commencement Date of this Lease, it is reasonably determined by Tenant that any Access or Utility Easement obtained does not or no longer adequately serves the Leased Property and Tenant's use thereof, Landlord agrees to cooperate with Tenant to relocate such Easements where practical. In the event the Landlord is unable to relocate any of the necessary Easements, then at Tenant's option this Lease may be terminated upon the payment of rent for the remainder of the term or six (6) months, whichever is less.

29. Confidentiality.

29.1 Landlord herein acknowledges and agrees to the terms and conditions of this Ground Lease Agreement, and all other information which may be submitted to the Landlord by the Tenant, its representatives, affiliates or consultants, shall be held in strict confidence, and shall not be released or disclosed to any third party without the prior written consent of Tenant.

30. Right of First Refusal.

From and after the date of this Ground Lease Agreement and continuing during the term hereof, Tenant shall have the right of first refusal to purchase Landlord's interest in the Leased Property and Landlord shall not sell, transfer or otherwise dispose of all or part of Landlord's interest in the Leased Property until and unless Landlord shall have (a) obtained a bona fide offer therefor; (b) given notice to Tenant, which notice shall contain a true and accurate copy of the actual bona fide offer; and (c) offered to sell, transfer or otherwise dispose of such interest to Tenant at the same price and, except as hereinafter provided, upon the same terms and conditions contained in said bona fide offer.

If Tenant shall either give notice of rejection of said offer to it or fail to give notice of acceptance of the same within thirty (30) days after the date of receipt of Landlord's notice, Landlord's interest in the Leased Property may, during the ninety (90) days thereafter, be sold, transferred or otherwise disposed of to the original offeror at the same price and upon the same terms and conditions contained in said bona fide offer as disclosed in writing to Tenant.

In the event Tenant rejects said offer or fails to accept the same, this Lease and all of its terms and conditions (including this right of first refusal) shall remain in full force and effect and Landlord and any purchaser or purchasers of the Leased Property shall be bound thereby.

Failure of Tenant to exercise this right of first refusal on one or more occasions shall not affect Tenant's right to exercise it on any subsequent occasion. Any sale or transfer of the Leased Property, or any part thereof other than in strict compliance with the terms of this section shall be absolutely null and void and of no effect as to Tenant, and Tenant shall be entitled to purchase the Leased Property from the purchaser upon the same terms and conditions and at the same price specified in said bona fide offer, provided Tenant notifies Landlord of its election thirty (30) days receipt of notice which complies with the requirements hereof. Payment of rental to such purchaser or otherwise treating such purchaser as the Landlord shall not be deemed to be a waiver of any right of first refusal or any other right or privilege of Tenant and shall not create an estoppel with respect thereto.

This Agreement is agreed to and effective as of the later of the two dates below:

LANDLORD

CITY OF SOUTH BAY

By: _____
Name: Clarence E. Anthony
Title: Mayor

Date: 3-02-05

WITNESSES For City of South Bay

By: Virginia K. Walker
Print Name: Virginia K. Walker

By: Glenda Taylor
Print Name: Glenda Taylor

TENANT

BGI BROADCASTING, L.P., a Delaware limited partnership

By: _____
Name: David Lampe
Title: CEO

Date: 06-02-05

WITNESSES For BGI Broadcasting, L.P.:

By: Phil Hare
Print Name: Phil Hare

By: Angie Cabrera
Print Name: Angie Cabrera

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

A parcel of land in fractional Section 3, Township 44 South, Range 36 East, Palm Beach County, Florida; more particularly described as follows:

Beginning at a point in the Easterly right of way line of the United States Levee LD-2, said point being North 36°17′25″ East from United States right of way Monument at Station 741 + 81.91, a distance of 1071.97 feet; thence South 56°12′ East, a distance of 455.36 feet to the Southwest corner of the herein described parcel of land; thence North 33°48′ East, a distance of 330 feet; thence South 56°12′ East, a distance of 660 feet; thence South 33°48′ West, a distance of 330 feet; thence North 56°12′ West, a distance of 660 feet, to the Point of Beginning; containing 3 acres; together with right of ingress and egress over the existing roads now used and maintained by South Bay Growers, Inc.

AND

A parcel of land in said fractional Section 3, Township 44 South, Range 36 East, Palm Beach County, Florida; more particularly described as follows:

Commencing at a point in the Easterly right-of-way line of United States Levee LD-2, said point being North 36°17′25″ East from United States right-of-way monument at Station 741 + 81.91, a distance of 1071.97 feet; thence South 56°12′ East, a distance of 425.36 feet to the Point of Beginning of the herein described parcel; thence South 56°12′ East, a distance of 30.00 feet to the Southwest corner of the previously described parcel; thence North 33°48′ East, a distance of 330.00 feet along the West line of the aforementioned parcel; thence North 56°12′ West, a distance of 30.00 feet; thence South 33°48 West, a distance of 330.00 feet, to the Point of Beginning; containing 0.23 acre.

EXHIBIT B

SKETCH OF THE LEASED PROPERTY

[See attached]

DESCRIPTION: (from a survey by Brockway, Weber, & Brockway dated May 1964, furnished by client)

"A parcel of land in fractional Section 3, Township 44 South, Range 36 East, Palm Beach County, Florida; more particularly described as follows:

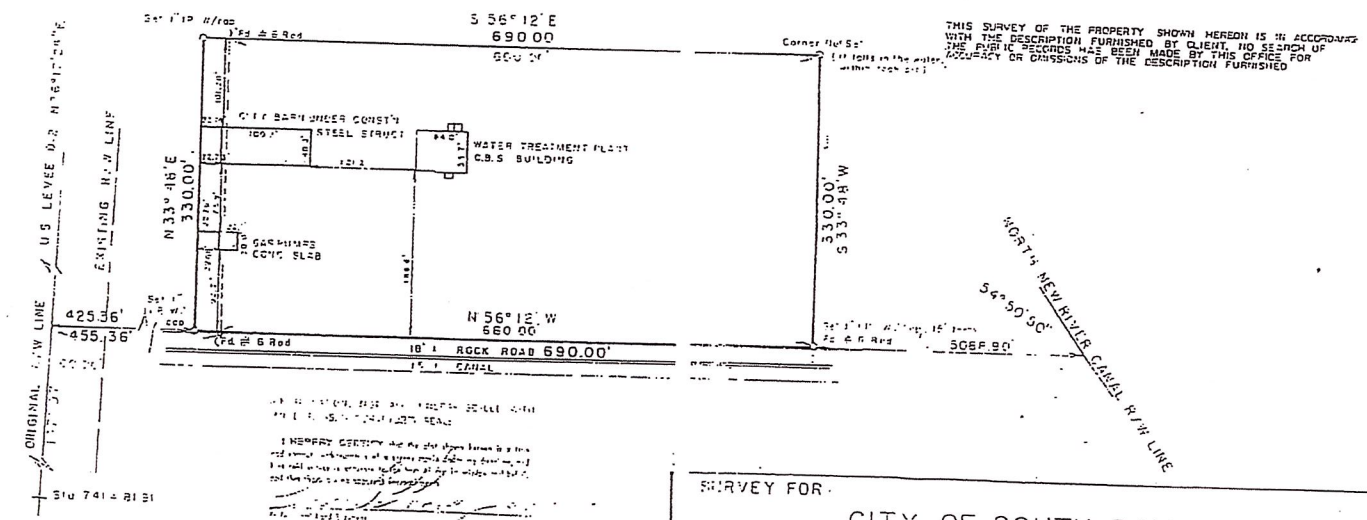
Beginning at a point in the Easterly right of way line of the United States Levee LD-2, said point being North 36°17'25" East from United States right of way Monument at Station 741 + 81.91, a distance of 1071.97 feet; thence South 56°12' East, a distance of 455.36 feet to the Southwest corner of the herein described parcel of land; thence North 33°48' East, a distance of 330 feet; thence South 56°12' East, a distance of 660 feet; thence South 33°48' West, a distance of 330 feet; thence North 56°12' West, a distance of 660 feet, to the Point of Beginning; containing 3 acres; together with right of ingress and egress over the existing roads now used and maintained by South Bay Growers, Inc."

AND

A parcel of land in said fractional Section 3, Township 44 South, Range 36 East, Palm Beach County, Florida; more particularly described as follows:

Commencing at a point in the Easterly right-of-way line of United States Levee LD-2; said point being North 36°17'25" East from United States right-of-way monument at Station 741 + 81.91, a distance of 1071.97 feet; thence South 56°12' East, a distance of 425.36 feet to the Point of Beginning of the herein described parcel; thence South 56°12' East, a distance of 30.00 feet to the Southwest corner of the previously described parcel; thence North 33°48' East, a distance of 330.00 feet along the West line of the aforementioned parcel; thence North 56°12' West, a distance of 30.00 feet; thence South 33°48' West, a distance of 330.00 feet, to the Point of Beginning; containing 0.23 acre.

THIS SURVEY OF THE PROPERTY SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION FURNISHED BY CLIENT. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE FOR ACCURACY OR OMISSIONS OF THE DESCRIPTION FURNISHED



SURVEY FOR

CITY OF SOUTH BAY

SOUTH BAY FLORIDA

REV	DESCRIPTION	BY	DATE

DRAWN	SCALE 1"=100'	PAG PEDRO A. GONZALEZ PROFESSIONAL LAND SURVEYOR	DATE 3-28-77
DRAWN P.	NOTEBOOK 44-36 1-11		FILE & DRW. 77-2-019
CK.	NO. PAGE		SHEET 1 OF 1

RESOLUTION 26-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ACCEPTING THE SIXTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter "Sheriff") executed a Law Enforcement Service Agreement effective December 01, 2005; and

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective December 01, 2005, a First Addendum effective October 01, 2007, a Second Addendum effective October 01, 2008, a Third Addendum effective October 01, 2009, a Fourth Addendum effective October 01, 2010, a Fifth Addendum effective October 01, 2010, a Sixth Addendum effective October 01, 2011, a Seventh Addendum effective October 01, 2012, an Eighth Addendum effective October 01, 2013, a Ninth Addendum effective October 01, 2014, a Tenth Addendum effective October 01, 2016, an Eleventh Addendum effective October 01, 2017, a Twelfth Addendum effective October 01, 2018, a Thirteenth Addendum effective October 01, 2019, a Fourteenth Addendum effective November 12, 2019, and a Fifteenth Addendum effective October 01, 2020, (the "Agreement") by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, in accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services for the period beginning October 01, 2021 through September 30, 2022, as follows: The total cost of personnel and equipment shall be $223,889.00. Monthly payments shall be $18,657.42. The last monthly payment shall be $18,657.38; and

WHEREAS, in accordance with Article 12, Section 12.2 of the Law Enforcement Service Agreement, this Agreement is renewed for an additional five (5) year term commencing October 1, 2020 and ending September 30, 2025, with the rates and terms the same as fiscal year 2019-2020, and to be negotiated by the parties thereafter; and

WHEREAS, City Manager is recommending approval of the Sheriff's requested law enforcement services agreement.

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. Acceptance of Sixteenth Addendum; Authorization of City Manager. The City Commission of the City of South Bay ("City Commission") hereby accepts the Sixteenth Addendum to the Law Enforcement Service Agreement and authorizes the City Manager to execute the Addendum consistent with the terms attached hereto as Exhibit "A".

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

PASSED and **ADOPTED** this 20th day of July, 2021

_____
Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

SIXTEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE CITY OF SOUTH BAY

This Sixteenth Addendum to the Law Enforcement Service Agreement is made by and between The City of South Bay (hereinafter referred to as "City"), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). The City and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective December 01, 2005, a First Addendum effective October 01, 2007, a Second Addendum effective October 01, 2008, a Third Addendum effective October 01, 2009, a Fourth Addendum effective October 01, 2010, a Fifth Addendum effective October 01, 2010, a Sixth Addendum effective October 01, 2011, a Seventh Addendum effective October 01, 2012, an Eighth Addendum effective October 01, 2013, a Ninth Addendum effective October 01, 2014, a Tenth Addendum effective October 01, 2016, an Eleventh Addendum effective October 01, 2017, a Twelfth Addendum effective October 01, 2018, a Thirteenth Addendum effective October 01, 2019, a Fourteenth Addendum effective November 12, 2019, and a Fifteenth Addendum effective October 01, 2020, (the "Agreement") by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to set forth the consideration for the second year of the renewed contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 6, Section 6.2, of the Law Enforcement Service Agreement, Section 6.1 is amended as to the total amount due for services for the period beginning October 01, 2021 through September 30, 2022, as follows: The total cost of personnel and equipment shall be $223,889.00. Monthly payments shall be $18,657.42. The last monthly payment shall be $18,657.38.

2. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE	**CITY OF SOUTH BAY**
BY: _____ Ric L. Bradshaw, Sheriff	BY: _____
Title: Sheriff	Print Name: _____
	Title:
Witness: _____ Eric Coleman, Major	Witness: _____
DATE: _____	DATE: _____

RESOLUTION 27-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA, GRANTING A NOTICE OF TERMINATION FOR THE RESERVATION OF RIGHTS TO PHOSPHATE, METALS, MINERALS AND PETROLEUEM FOR A CERTAIN PARCEL OF LAND LOCATED WITHIN THE CITY LIMITS; PROVIDING AN EFFECTIVE DATE

WHEREAS, on June 24, 2004, a Warranty Deed was executed by the City of South Bay for a certain parcel of land located within the city limits that was sold to South Bay Village, L.L.C. (recorded in OR BK 17363, PG 1121); and

WHEREAS, said parcel of land was subsequently acquired by Samjack Blackstone, LLC; and

WHEREAS, pursuant to Section 270.11 (1), Florida Statutes, there is a reservation of rights by the City of South Bay on the property, consisting of an undivided three-fourths interest in and title in and to an undivided three-fourths interest in, all phosphate, minerals and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same; and

WHEREAS, the current property owner, Samjack Blackstone, LLC, by and through its legal counsel is requesting the City to enter a Notice of Termination of the reservation of rights to phosphate, minerals, metals and petroleum in order to allow the property owner the opportunity to perform certain improvements on said parcel and to secure financing for the same; and

WHEREAS, the City Commission for the City of South Bay recommends that a Notice of Termination be granted.

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. Granting a Notice of Termination; Authorization of City Manager. The City Commission of the City of South Bay hereby grants a Notice of Termination of the reservation of rights to phosphate, minerals, metals and petroleum to property owner, Samjack Blackstone, LLC. The City Manager is authorized to take all necessary and expedient action to effectuate the intent of this resolution.

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

PASSED and **ADOPTED** this 20th day of July 2021.

_____
Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

DOUGLAS S. ALLISON, ESQUIRE
STEVEN D. EISENBAND, ESQUIRE
THOMAS U. GRANER, ESQUIRE
JASON S. PEREZ, ESQUIRE
STEVEN K. PLATZEK, ESQUIRE
TRACY M. WHITE, ESQUIRE

1699 S. FEDERAL HIGHWAY
BOCA RATON, FL 33432

TELEPHONE (561) 750-2445
FACSIMILE (561) 750-2446
www.granerlaw.com

Graner Platzek & Allison, P.A.
ATTORNEYS AT LAW

June 29, 2021

Via Federal Express
Mr. Leondrae D. Camel
City Manager of South Bay
South Bay City Hall
335 SW 2nd Avenue
South Bay, FL 33493

Re: 22.93 acres, City of South Bay, Palm Beach County, FL; with Tax ID: 58-36-44-10-00-000-1080 (hereinafter "Property")
Property Owner: Samjack Blackstone, LLC
Purchaser: Series 28, P.S., a separate series of HMHMHYLV, LLC, a Delaware limited liability company

Dear Mr. Camel:

Please be advised that the above-styled law firm represents the above referenced Purchaser in in connection with the above referenced Property pursuant to a Purchase and Sale Agreement with the Property Owner. In our review of the official records of Palm Beach County Florida, we have identified a Statutory Warranty Deed entered into on June 24, 2004 (recorded in OR BK 17363, PG 1121) whereby the City of South Bay transferred title to the Property to South Bay Village, LLC. As part of that transfer, the City of South Bay automatically reserved for itself the phosphate, metals, minerals, and petroleum reservations at said Property by virtue of Florida Statute § 270.11(1).

The Purchaser desires to perform certain improvements to the Property and otherwise develop the Property subsequent to its acquisition under the above referenced Purchase and Sale Agreement. However, Purchaser does not believe the Property will able to be developed so long as the Reservations remain in place, and it is anticipated that Purchaser will not be able to secure financing without the Reservations being terminated.

As such, Purchaser is respectfully requesting the City of South Bay consider terminating its Reservation by entering into a Notice of Termination to be filed in the public records of Palm Beach County, Florida.

We appreciate your assistance in connection with this matter. If you have any questions, please do not hesitate to contact our office.

Sincerely,

Steven K. Platzek

SKP:ka
cc: Anthony T. Lepore, Esq. *(via Email only)*

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT

Schedule B-II

Issuing Office File Number: 2021-181

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.

2. a. General or special taxes and assessments required to be paid in the year **2021** and subsequent years.
   b. Rights or claims of parties in possession not recorded in the Public Records.
   c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
   d. Easements or claims of easements not recorded in the Public Records.
   e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

5. Rights of the lessees under unrecorded leases.

6. Riparian and littoral rights are not insured.

7. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 683, Page 37, Public Records of Palm Beach County, Florida.

8. Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11(1), F.S., under deed recorded in O.R. Book 17363, Page 1121, Public Records of Palm Beach County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT

July 20th next meeting.
By July 6th need info to take to commission for 20th

Schedule B-I

Issuing Office File Number: 2021-181

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   A. Warranty Deed from Samjack Blackstone, LLC, a Florida limited liability company to the proposed insured purchaser(s).

Article XII pg 8 restrictions may be released.

5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.

10 yrs

6. Record Termination of Land Use Restriction Agreement recorded in O.R. Book 8989, Page 1026, Public Records of Palm Beach County, Florida. (Oct. 1995) pg 1030 w/the funding of a Predevelopment loan program + 10 yrs. w/expiration of loan agreement; subject to the land use restriction.

7. Satisfactory evidence must be furnished establishing that Samjack Blackstone, LLC is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.

8. Confirm the authority of the individual designated to bind the LLC by the laws of its jurisdiction of formation. as to Samjack Blackstone, LLC

9. Provide to Fund Underwriting Counsel for review all documents of formation of the Series LLC and the Series, including the Certificate of Formation, the Limited Liability Company Agreement, any Series Agreement, and any other applicable documents. The Company reserves the right to add additional requirements and exceptions. (As toSeries 28, P.S., a separate series of HMHMHYLV, LLC, a Delaware limited liability company and/or assigns).

10. Satisfactory evidence must be furnished establishing that Series 28, P.S., a separate series of HMHMHYLV, LLC, a Delaware limited liability company and/or assigns is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.

11. In addition to the requirements set forth for Florida entities, compliance with any requirements necessitated by the laws of the foreign jurisdiction with regard to the specific entity involved in the transaction to be insured must be confirmed.

Schedule B-I

Issuing Office File Number: 2021-181

12. A survey meeting the Company's requirements and an affidavit of the owner, or other person with actual knowledge, establishing that there are no unrecorded easements or claims of easements in existence, must be furnished. If the survey reveals any encroachments, encumbrances, violations, variations, or adverse circumstances, including but not limited to easements, they will appear as exceptions in the policy.

13. The Company has no liability under this commitment for the issuance of a mortgagee policy until an endorsement is issued stating the name of the proposed insured mortgagee. The Company reserves the right to make additional requirements, including but not limited to, review of additional documentation regarding the proposed insured mortgagee.

14. FOR INFORMATIONAL PURPOSES ONLY: 2020 taxes were paid under receipt number B21.205899, on November 23, 2020, Parcel/Account ID# 58-36-44-10-00-000-1080, the gross amount being $2,673.57.

Schedule B-II

Issuing Office File Number: 2021-181

9. Assignment of Easements by City of South Bay, Florida to The Glades Utility Authority, as further assigned to Palm Beach County, Florida by Assignment of Easements recorded in O.R. Book 25987, Page 1118, Release of Reverter Rights recorded in O.R. Book 26180, Page 1829, recorded in O.R. Book 23737, Page 590, Public Records of Palm Beach County, Florida.

10. Notice of Lien Rights by Glades Utility Authority recorded in O.R. Book 25279, Page 1068, Public Records of Palm Beach County, Florida.

11. Easement Agreement recorded March 26, 1998, under O.R. Book 10303, Page 1791, Public Records of Palm Beach County, Florida.

12. Ingress/Egress Easement Agreement recorded May 22, 2001, under O.R. Book 12575, Page 1515, Public Records of Palm Beach County, Florida.

Exhibit A

Commitment Number:	**Issuing Office File Number:**
1090616	2021-181

Being a portion of that Parcel of land, described in O.R. Book 4983, Page 1264, Palm Beach County Public Records, lying in Sections 10 and 11, Township 44 South, Range 36 East, Palm Beach County, Florida, and being more particularly described as follows:

Commence at the intersection of the Lake Okeechobee Meander Line with the East line of the West half of the West Half of State Lot 3, Section 11, Township 44 South, Range 36 East; thence North 87 degrees 43 minutes 57 seconds West a distance of 141.56 feet to a point; thence South 62 degrees 06 minutes 54 seconds West a distance of 149.71 feet to a point lying on the Easterly Right of Way Line of State Road 25 (U.S. 27); thence North 25 degrees 31 minutes 11 seconds West, along said Easterly Right of Way Line, a distance of 786.59 feet to a point of curvature, said curve being concave to the Southwest having a radius of 2945.93 feet and a central angle of 18 degrees 36 minutes 14 seconds; thence Northwesterly along said curve an arc distance of 956.43 feet to a point; thence leaving said Right of Way non-radially, along the Westerly Right of Way of a 60 foot road, North 27 degrees 39 minutes 19 seconds East a Distance of 55.51 feet to a point; thence continuing along said Westerly Right of Way North 17 degrees 13 minutes 41 seconds East a distance of 333.30 feet to the POINT OF BEGINNING of the hereafter described parcel; thence continuing North 17 degrees 13 minutes 41 seconds East a distance of 727.87 feet to a point of curvature, said curve concave to the East, having a radius of 480.00 feet and a central angle of 16 degrees 01 minutes 30 seconds; thence Northerly along said curve an arc distance of 134.25 feet to a point; thence North 33 degrees 15 minutes 11 seconds East a distance of 25.00 feet to a point in the North line parcel recorded in O.R. Book 4923, page 1264; thence North 56 degrees 44 minutes 49 seconds West along said North line a distance of 1069.45 feet to a point, thence South 33 degrees 15 minutes 11 seconds West, a distance of 878.72 feet to a point; thence South 26 degrees 30 minutes 49 seconds West, a distance of 350.00 feet to a point on the Northerly Right of Way Line of said U.S. 27; thence South 63 degrees 29 minutes 11 seconds East along said Northerly Right of Way Line of U.S. 27 a distance of 60 feet to a point, thence North 26 degrees 30 minutes 49 seconds East a distance of 350.00 feet to a point; thence South 63 degrees 29 minutes 11 seconds East, along a line parallel with and 350.00 feet Northerly of the North Right of Way Line of said U.S. 27, a distance of 318.49 feet to a point of curvature said curve concave to the South, having a radius of 3295.93 feet and a central angle of 16 degrees 16 minutes 54 seconds; thence Easterly along said curve an arc distance of 936.60 feet to the POINT OF BEGINNING.

This instrument prepared by

Lynn C. Washington, Esq.
Holland & Knight
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

#8

CFN 20040456689
OR BK 17363 PG 1121
RECORDED 08/06/2004 11:28:24
Palm Beach County, Florida
AMT 200,000.00
Doc Stamp 1,400.00
Dorothy H Wilken, Clerk of Court

Property Control # _____

STATUTORY WARRANTY DEED

(Florida Statutes 689.02)

THIS INDENTURE, made this 24th day of June, 2004, between the City of South Bay, a Florida municipal corporation, whose post office address is 335 S.W. 2nd Avenue, South Bay, FL 33493, party of the first part, and South Bay Village, L.L.C., a Florida limited liability company, whose address is 1680 Michigan Avenue, Suite 1001, Miami Beach, FL 33137, party of the second part,

WITNESSETH:

THAT the said party of the first part, for and in consideration of the sum of Ten and 00/100's ($10.00) Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, all that certain land situate in Palm Beach County, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

ATTEST:

CITY CLERK

By: Virginia K. Walker
Name: Virginia K. Walker
Title: City Clerk

City Clerk

Party of the First Part:

CITY OF SOUTH BAY

STATE OF FLORIDA

By: _____
Name: Clarence E. Anthony
Title: Mayor

Date: June 24, 2004

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24 day of June, 2004, by Clarence E. Anthony as Mayor of South Bay, a Florida municipal corporation, (X) who is personally known to me ~~or ( ) who has produced _____ as identification~~ and who ( ) did (X) did not take an oath.

Lynn C Washington
Notary Public, State of Florida

LYNN C. WASHINGTON
Print Notary Name

Lynn C. Washington
My Commission DD304254
Expires April 17 2008

DD304254
Commissions

My Commission Expires : 04/17/08

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of June, 2004, by Virginia K. Walker, the City Clerk ~~and Secretary of~~ a Florida municipal corporation, (X) who is personally known to me ~~or ( ) who has produced _____ as identification and who ( ) did ( ) did not take an oath.~~

Lynn C. Washington
Notary Public, State of Florida

LYNN C. WASHINGTON
Print Notary Name

Lynn C. Washington
My Commission DD304254
Expires April 17 2008

DD304254
Commissions

My Commission Expires : 04/17/08

2044704_v1

BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN O.R. BOOK 4983, PAGE 1264, PALM BEACH COUNTY PUBLIC RECORDS, LYING IN SECTIONS 10 AND 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE LAKE OKEECHOBEE MEANDER LINE WITH THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF STATE LOT 3, SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST; THENCE NORTH 87°43'57" WEST, A DISTANCE OF 141.56 FEET TO A POINT; THENCE SOUTH 62°06'54" WEST A DISTANCE OF 149.71 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 25 (U.S. 27); THENCE NORTH 25°31'11" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 786.59 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2945.93 FEET AND CENTRAL ANGLE OF 18°36'14"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 956.54 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY NON-RADIALLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF A 60.00 FOOT ROAD, NORTH 27°39'19" EAST A DISTANCE OF 55.51 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY NORTH 17°13'41" EAST A DISTANCE OF 333.30 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING NORTH 17°13'41" EAST A DISTANCE OF 727.87 FEET TO A POINT OF CURVATURE, SAID CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 16°01'30"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 134.25 FEET TO A POINT; THENCE NORTH 33°15'11" EAST A DISTANCE OF 25.00 FEET TO A POINT IN THE NORTH LINE OF SAID PARCEL RECORDED IN O.R. BOOK 4983, PAGE 1264; THENCE NORTH 56°44'49" WEST ALONG SAID NORTH LINE A DISTANCE OF 1089.45 FEET TO A POINT; THENCE SOUTH 33°15'11" WEST, A DISTANCE OF 878.72 FEET TO A POINT; THENCE SOUTH 26°30'49" WEST, A DISTANCE OF 350.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. 27; THENCE SOUTH 63°29'11" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. 27 A DISTANCE OF 60.00 FEET TO A POINT; THENCE NORTH 26°30'49" EAST A DISTANCE OF 350.00 FEET TO A POINT; THENCE SOUTH 63°29'11" EAST, ALONG A LINE PARALLEL WITH AND 350.00 FEET NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. 27, A DISTANCE OF 318.49 FEET TO A POINT OF CURVATURE SAID CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3295.93 FEET AND A CENTRAL ANGLE OF 16°16'54"; THENCE EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 936.60 FEET TO THE POINT OF BEGINNING.

Melanie can name are removing.

#7

Internal Improvement Fund, State of Florida

DEED NO. 18202"B".

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority in them vested by Chapter 7561, Laws of Florida, Acts of 1919, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good/ and valuable consideration Dollars, to them in hand paid by William V. Knott AND Luella Knott, his wife, whose permanent Post Office address is Tallahassee, Leon County, Florida, receipt whereof is hereby acknowledged, do hereby grant, bargain and sell to the said William V. Knott AND Luella Knott, his wife, and their heirs and assigns, forever, the following described lands, to-wit:

Beginning at the Northeast Corner of Lot 2, Section 11, Township 44 South, Range 36 East;

thence, North 0° 55' West, along the West Right-of-Way Line of North New River Canal which said line is 130 feet West of Center Line of said canal a distance of 1680 feet, and which said bearing is the same as that of the center line of said canal;
thence, North 56° 12' West, 6320 feet, more or less, to its intersection of the East Right-of-Way Line of United States Government Levee;
thence, South 36° 17' 25" West, along said Right-of-Way Line 1650 feet;
thence, North 86° 49' West, 80 feet, more or less, to the West Line projected of Lot 2, Section 10, in the above township and range, said point being in the Old Okeechobee State Levee;
thence, southeasterly following the Old Okeechobee State Levee a distance of 7310 feet, more or less, to its intersection with the North boundary of Lot 2 first above described;
thence, North 88° 48' East, along the North boundary of Lot 2, 300 feet, more or less, to the Point of Beginning.

The above tract may otherwise be described as lake bottom or sovereignty lands lying North of Fractional Sections 10 and 11, Township 44 South, Range 36 East, and being bounded on the East by the West Right-of-Way Line of North New River Canal, on the North by Trustees' Deed No.18202"A" to Glenn V. Scott, said deed bearing date of May 9, 1935, on the West by the East Right-of-Way Line of United States Government Levee and on the South by Center Line of Old State Levee, containing 242 acres, more or less.

ALSO, the N½ of Lot 2, Section 11, Township 44 South, Range 36 East, containing 9.29 acres, more or less.

ALSO, that tract or parcel of sovereignty land lying North of the E½ of Lot 3 and N½ of Lot 2 of Section 11, Township 44 South, Range 36 East, being bounded on the South by the Meander of said Lots 2 and 3, on the West by a northerly extension of the West line of the E½ of said Lot 3 and on the North by the Center Line of Old State Levee, containing 11 acres, more or less.

Containing an aggregate of 262.29 acres, more or less, and lying and being in the County of Palm Beach, State of Florida.

TO HAVE AND TO HOLD the said above mentioned and described land unto the said

William V. Knott AND Luella Knott, his wife and their heirs and assigns, in fee simple forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described land, with the privilege to mine and develop the same.

AND FURTHER SAVING AND RESERVING unto the said, the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in, on or under the said above described land, with the privilege to mine and develop the same.

AND FURTHER SAVING AND RESERVING unto the State of Florida and the said, the Trustees of the Internal Improvement Fund of the State of Florida, the right at any time to enter upon such lands and to make and to cause to be made and constructed thereon such canals, dikes, and other works as may be necessary and needful for the further drainage and reclamation of the lands granted to the State of Florida as swamp and overflowed lands, and also the right to construct and maintain dikes, levees, locks or other artificial devices or means for regulating the level of Lake Okeechobee, Lake Hicpochee, or other lakes within the territory affected by Chapter 7861, Laws of Florida, Acts of 1919, for the purpose of commerce, navigation, drainage or irrigation, and flood control.

IN TESTIMONY WHEREOF, The Trustees have hereunto subscribed their names and affixed their seals, and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this, the 8th, day of February, A. D. Nineteen Hundred and Forty-Three.

(SEAL) Governor.

(SEAL) Comptroller.

(SEAL) Treasurer.

(SEAL) Attorney-General.

(SEAL) Commissioner of Agriculture.

This instrument was filed for Record at 3:55 P.M., 24 day of March 1944 and recorded in Deed Book 683 Page 37. Record verified. J. Alex Arnette, Clerk Circuit Court, Palm Beach County, Fla. By [illegible] Deputy Clerk

270.11 Contracts for sale of public lands to reserve certain mineral rights; prohibition on exercise of right of entry in certain cases.—

(1) Unless the applicable agency chooses not to reserve such interest and except as otherwise provided by law, in all contracts and deeds for the sale of land executed by the Board of Trustees of the Internal Improvement Trust Fund or by any local government, water management district, or other agency of the state, there shall be reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

(2)(a) The Board of Trustees of the Internal Improvement Trust Fund may, in its discretion, sell or release any reserved interest or any portion thereof in or as to any particular parcel of land, and the State Board of Education may sell or release any such interest or any portion thereof which was reserved for said board pursuant to this section prior to September 1, 1967. Such sale or release shall be made on application of the owner of the title to the particular parcel of land with statement of reason justifying such sale or release.

(b) The right of entry in respect to any interest in phosphate, minerals, and metals or any interest in petroleum heretofore or hereafter reserved in favor of the Board of Trustees of the Internal Improvement Trust Fund or the State Board of Education is hereby released as to any parcel of property that is, or ever has been, a contiguous tract of less than 20 acres in the aggregate under the same ownership.

(3) A local government, water management district, or agency of the state may, at its discretion, sell or release reserved interest in any parcel of land, except that such sale or release shall be made upon petition of the purchaser for such interest and with a statement of reasons justifying such sale or release.

(4) Any state agency, except a water management district, which receives royalties for parcels shall remit any such moneys into the General Revenue Fund, unless otherwise provided by law.

History.—ss. 1, 2, ch. 6159, 1911; RGS 1226; CGL 1771; s. 1095, ch. 19355, 1939; CGL 1940 Supp. 892(414); s. 1, ch. 26849, 1951; s. 1, ch. 59-220; s. 2, ch. 61-119; ss. 27, 35, ch. 69-106; s. 76, ch. 71-355; s. 1, ch. 86-205; s. 1, ch. 86-257; s. 9, ch. 2001-256.

This instrument prepared by

Lynn C. Washington, Esq.
Holland & Knight
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

#8

CFN 20040456689
OR BK 17363 PG 1121
RECORDED 08/06/2004 11:28:24
Palm Beach County, Florida
AMT 200,000.00
Doc Stamp 1,400.00
Dorothy H Wilken, Clerk of Court

Property Control # _____

phosphate, metals
minerals, petrol

STATUTORY WARRANTY DEED

(Florida Statutes 689.02)

THIS INDENTURE, made this 24th day of June, 2004, between the City of South Bay, a Florida municipal corporation, whose post office address is 335 S.W. 2nd Avenue, South Bay, FL 33493, party of the first part, and South Bay Village, L.L.C., a Florida limited liability company, whose address is 1680 Michigan Avenue, Suite 1001, Miami Beach, FL 33137, party of the second part,

WITNESSETH:

THAT the said party of the first part, for and in consideration of the sum of Ten and 00/100's ($10.00) Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, all that certain land situate in Palm Beach County, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

ATTEST:

CITY CLERK

By: Virginia K. Walker
Name: Virginia K. Walker
Title: City Clerk

City Clerk

Party of the First Part:

CITY OF SOUTH BAY

STATE OF FLORIDA

By: _____
Name: Clarence E. Anthony
Title: Mayor

Date: June 24, 2004

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24 day of June, 2004, by Clarence E. Anthony as Mayor of South Bay, a Florida municipal corporation, (X) who is personally known to me ~~or ( ) who has produced _____ as identification~~ and who ( ) did (X) did not take an oath.

Lynn C Washington
Notary Public, State of Florida

LYNN C. WASHINGTON
Print Notary Name

Lynn C. Washington
My Commission DD304254
Expires April 17 2008

DD304254
Commissions

My Commission Expires : 04/17/08

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of June, 2004, by Virginia K Walker, the City Clerk ~~Secretary of~~ a Florida municipal corporation, (X) who is personally known to me ~~or ( ) who has produced _____ as identification and who ( ) did ( ) did not take an oath.~~

Lynn C. Washington
Notary Public, State of Florida

LYNN C. WASHINGTON
Print Notary Name

Lynn C. Washington
My Commission DD304254
Expires April 17 2008

DD304254
Commissions

My Commission Expires : 04/17/08

2044704_v1

BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN O.R. BOOK 4983, PAGE 1264, PALM BEACH COUNTY PUBLIC RECORDS, LYING IN SECTIONS 10 AND 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE LAKE OKEECHOBEE MEANDER LINE WITH THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF STATE LOT 3, SECTION 11, TOWNSHIP 44 SOUTH, RANGE 36 EAST; THENCE NORTH 87°43'57" WEST, A DISTANCE OF 141.56 FEET TO A POINT; THENCE SOUTH 62°06'54" WEST A DISTANCE OF 149.71 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 25 (U.S. 27); THENCE NORTH 25°31'11" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 786.59 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2945.93 FEET AND CENTRAL ANGLE OF 18°36'14"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 956.54 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY NON-RADIALLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF A 60.00 FOOT ROAD, NORTH 27°39'19" EAST A DISTANCE OF 55.51 FEET TO A POINT; THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY NORTH 17°13'41" EAST A DISTANCE OF 333.30 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING NORTH 17°13'41" EAST A DISTANCE OF 727.87 FEET TO A POINT OF CURVATURE, SAID CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 16°01'30"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 134.25 FEET TO A POINT; THENCE NORTH 33°15'11" EAST A DISTANCE OF 25.00 FEET TO A POINT IN THE NORTH LINE OF SAID PARCEL RECORDED IN O.R. BOOK 4983, PAGE 1264; THENCE NORTH 56°44'49" WEST ALONG SAID NORTH LINE A DISTANCE OF 1089.45 FEET TO A POINT; THENCE SOUTH 33°15'11" WEST, A DISTANCE OF 878.72 FEET TO A POINT; THENCE SOUTH 26°30'49" WEST, A DISTANCE OF 350.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID U.S. 27; THENCE SOUTH 63°29'11" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF U.S. 27 A DISTANCE OF 60.00 FEET TO A POINT; THENCE NORTH 26°30'49" EAST A DISTANCE OF 350.00 FEET TO A POINT; THENCE SOUTH 63°29'11" EAST, ALONG A LINE PARALLEL WITH AND 350.00 FEET NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. 27, A DISTANCE OF 318.49 FEET TO A POINT OF CURVATURE SAID CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3295.93 FEET AND A CENTRAL ANGLE OF 16°16'54"; THENCE EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 936.60 FEET TO THE POINT OF BEGINNING.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 1090616	**Revision Number:** None	**Issuing Office File Number:** 2021-181	**Issuing Office:** 3933801
Property Address: North New River Canal South Bay, FL 33493	**Loan ID Number:**	**ALTA Universal ID:** None	**Issuing Agent:** The Skeen Law Group, P.A.

1. Commitment Date: **May 21, 2021 at 11:00 PM**

2. Policy to be Issued: Proposed Policy Amount:

   OWNER'S: **ALTA Owner's Policy (06/17/06). (With Florida Modifications)** **$900,000.00**

   Proposed Insured: **Series 28, P.S., a separate series of HMHMHYLV, LLC, a Delaware limited liability company**

   MORTGAGEE:

   Proposed Insured:

   MORTGAGEE:

   Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
   Samjack Blackstone, LLC, a Florida limited liability company

5. The Land is described as follows:
   See Exhibit A

Old Republic National Title Insurance Company
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

AUTHORIZED SIGNATORY
The Skeen Law Group, P.A.
3933801

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

WC87V
#4782.2

THIS INSTRUMENT PREPARED BY AND RETURN TO:
MICHELLE L. OXMAN, ESQUIRE
FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
2740 Centerview Drive
Tallahassee, Florida 32399-2100

PLP
SINGLE

NOV-03-1995 3:37pm 95-358018
ORB 8989 Pg 1026

-THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION-

LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT (this "Agreement") is made and entered into as of the 27 day of October, 1995, by and between the City of South Bay, Florida, a not-for profit municipal corporation (hereinafter called the "Sponsor"), as party of the first part and the FLORIDA HOUSING FINANCE AGENCY, an agency and instrumentality of the State of Florida (hereinafter called the "Agency") (which term as used in every instance shall include the Agency's successors and assigns), as party of the second part.

P R E A M B L E:

WHEREAS, the Agency was created and organized pursuant to and in accordance with the provisions of the Florida Housing Finance Agency Act, as amended, Sections 420.501 et seq. (the "Act"), for the purpose among others, of financing residential housing projects that will provide decent, safe and sanitary housing for individuals or families of low, moderate or middle income in the State of Florida; and

WHEREAS, the Agency has agreed under certain conditions to issue a loan to Sponsor under the Predevelopment Loan Program (hereinafter called the "PLP") administered by the Agency pursuant to §§ 521 through 529, Fla. Stat., for the purpose of providing funding for site acquisition and development to create housing for a residential project located in Palm Beach County, Florida to be occupied by "eligible persons," as determined by the Agency in accordance with the Act, all for the public purpose of assisting persons of low and very low-income within the State to afford the costs of decent, safe and sanitary housing; and

WHEREAS, the Sponsor has agreed that the Sponsor shall not sell, contract to sell or in any manner dispose of the land described in Exhibit A at a price which is greater than the land, development and construction costs (or pro-rated costs of the lots included in such land) together with accrued taxes and interest, and any other costs, fees and expenses disbursed from loaned funds

and that the land described in Exhibit A shall not be sold, leased, mortgaged, hypothecated, assigned, transferred or otherwise disposed of for profit and that such land shall only be sold to eligible persons as described below.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Sponsor do hereby contract and agree as follows:

A G R E E M E N T:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Agreement.

"Act" means the Florida Housing Finance Agency Act as found in Chapter 420, Part V, of the Florida Statutes.

"Agency" means the Florida Housing Finance Agency and is also described as the First Mortgagee.

"Applicant" means any public entity, private not-for-profit sponsor or developer who wishes to provide housing affordable to very low-income persons pursuant to the provisions of the PLP and who is requesting a loan and/or grant from the Agency for such Project.

"County" means Palm Beach County, Florida.

"Land Use Restriction Agreement" means this Land Use Restriction Agreement, as amended or supplemented from time to time.

"Loan" means the mortgage loan from the Agency as lender to the Sponsor as borrower with respect to the Project to be made in accordance with the Note secured by the Mortgage for the purpose of financing the acquisition and development of the Project.

"Loan Agreement" means the Loan Agreement of December 29, 1993 and the First Amendment thereto of even date herewith, between the Sponsor, as borrower, and the Agency, as lender, as amended and supplemented from time to time.

"Loan Documents" means this Agreement, the Loan Agreement, the Mortgage, the Note, and all other documents executed by Sponsor or Agency relating to the Loan.

"Mortgage" means the Mortgage and Security Agreement of even date herewith, from the Sponsor in favor of the Agency granting a first priority mortgage lien on and security interest in the land which is described in Exhibit "A" attached hereto, the buildings and equipment constituting the Project and the rents and income therefrom and securing the obligation of the Sponsor under the Loan Agreement and the Note, as amended and supplemented from time to time.

"Mortgage Note" or **"Note"** means the Promissory Note, with the Sponsor as payor and the Agency as payee thereunder, reflecting the Loan to the Sponsor pursuant to the Loan Agreement and secured by the Mortgage, as may be amended or supplemented from time to time.

"PLP" or **"Program"** means the Predevelopment Loan Program created by Section 420.521, Florida Statutes, and further set forth in Chapter 9I-38 of the Florida Administrative Code.

"Project" means the improvements to be constructed on the Land described in Exhibit "A" attached hereto.

"Sponsor" means an Applicant selected for participation in the PLP and is also described as the "Sponsor".

"State" means the State of Florida.

"Student" means any person not living with that person's parent or guardian who is eligible to be claimed by that person's parent or guardian as a dependent under the Federal Income Tax Code and who is enrolled on at least a half-time basis in a secondary school, vocational-technical center, community college, college or university. The term does not include a person participating in an educational or training program approved by the Agency.

"Term of this Agreement" means the term determined pursuant to Article IX hereof.

"Very Low-Income Persons or Households" means one or more natural persons or a family, not including students, whose total annual household income does not exceed fifty (50%) percent of the area median income, as determined by H.U.D., with adjustments for household size.

ARTICLE II
SINGLE FAMILY HOUSING PROJECT

The Agency and the Sponsor hereby declare their understanding and intent that, during the Term of this Agreement, the land or lots within the Project will be owned according to the terms and conditions of the Act, the PLP thereunder, which is described in Fla. Admin. Code Rule Chapter 9I-38, this Agreement and all Loan

Documents. To that end, the Sponsor hereby represents, covenants and agrees as follows:

That the Project is being developed for the purpose of providing affordable housing, and that the Sponsor shall sell forty (40%) percent of the single family lots to Very-Low-Income Persons or Households who agree to the covenants of the Program. In order to assure its compliance with this provision, Sponsor covenants and agrees that of the first ten (10) units sold or offered for sale, four (4) must be sold to Very-Low-Income Persons or Households; further, not less than four (4) of each of the next ten (10) units sold must be sold to Very-Low-Income Persons or Households, until the requirements of this Agreement have been satisfied.

Except as specifically provided herein, neither the Sponsor nor any subsequent owner governed by this Agreement shall give any preference or otherwise discriminate in selling any lots or homes in the Project to any class or classes of persons. For a period of ten (10) years from the date of expiration of the Loan Agreement, forty (40%) of the lots described in Exhibit A, specifically, sixteen (16) units, shall only be used for housing for Very-Low-Income Persons or Households. The Sponsor or seller shall certify the income status of all occupants of housing restricted by this Agreement on a form approved by the Agency at the time of sale. Income for purposes of defining Very Low Income Persons will be determined as of the date of certification. All income certifications shall reflect gross annual household income as of the date it is executed. The Agency or its representatives retain the right to inspect such income certifications at any reasonable time and the Agency or its representatives will be granted immediate access to such records as are necessary to accomplish a compliance audit.

That the Project will consist of forty (40) lots developed pursuant to all applicable state and local building, zoning and other codes and ordinances for single family developments and in accordance with the site plan and Plans approved by the Agency and its underwriter. The Plans for such lots must be filed with the Agency and cannot be modified without the Agency approval.

That the Sponsor shall not discriminate on the basis of race, creed, religion, color, sex, familial status, national origin or handicap in the sale of any lot of the Project.

The Sponsor covenants and agrees that it will immediately withdraw from circulation any advertisement determined by the Agency to violate or be inconsistent with its policies, with respect to promoting the sale of the lots for persons and families of very low income, and consents to the remedy of specific performance;

The Sponsor agrees that the following covenant will be recorded on any deed initially conveying a lot described in Exhibit "A".

"In conjunction with the funding of a Predevelopment Loan Program Loan it has been agreed that for a period of ten years commencing with the expiration of the Loan Agreement, the property described herein is subject to a Land Use Restriction Agreement dated October ___, 1995. This restriction may only be removed by written instrument executed by the Florida Housing Finance Agency or its successor and recorded in the Public Records of Palm Beach County or by operation of law."

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

ARTICLE III
COMPLIANCE WITH PLP REQUIREMENTS

In order to comply with the Act and the Agency's rules and regulations thereunder, the Sponsor hereby covenants and agrees that, during the Term of this Agreement:

Forty (40%) percent of the lots in the Project, specifically, sixteen (16) units, shall be set aside for Very Low-Income Persons or Households as defined in Article I above. In order to assure its compliance with this provision, Sponsor covenants and agrees that of the first ten (10) units sold or offered for sale, four (4) must be sold to Very-Low-Income Persons or Households; further, not less than four (4) of each of the next ten (10) units sold must be sold to Very-Low-Income Persons or Households, until the requirements of this Agreement have been satisfied.

The Sponsor and its successors in interest shall at all times operate the Project in conformity with all statutes, rules and regulations of the State of Florida and the United States which may be applicable to the Project.

ARTICLE IV
INDEMNIFICATION

The Sponsor hereby covenants and agrees that it shall indemnify and hold harmless the Agency and its directors, officials, employees and agents from and against (i) any and all claims arising from any act or omission of the Sponsor or any of its agents, contractors, servants, employees or licensees in connection with the Loan Documents or the Project; (ii) all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon, through all appellate levels; (iii) any fees due to this Agency; and (iv) any costs incurred by the Agency in conjunction with any environmental clean-up or the removal of any hazardous materials. In the event that any action or proceeding is brought against the Agency, or any of its directors, officials, employees, or agents with respect to which indemnity may be sought hereunder, the Sponsor, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses, provided, however, Sponsor shall not have any obligation to pay said expenses from *ad valorem* tax revenues. The indemnified party shall have the right to participate in the investigation and defense thereof and may employ separate counsel either with the approval and consent of the Sponsor, which consent shall not be unreasonably withheld, or in the event the indemnified party reasonably determines that a conflict of interest exists between such party and the Sponsor in connection therewith, without Sponsor's approval and consent, in

either of which events the Sponsor shall pay the reasonable fees and expenses of such separate counsel.

ARTICLE V
CONSIDERATION

In addition to other purposes, the Agency has authorized and issued a Loan to the Sponsor as an inducement to the Sponsor to construct forty (40%) percent of the lots in the Project, specifically, sixteen (16) units, for the benefit of Very Low-Income Persons or Households as defined in Article I of this Agreement. In consideration of the issuance of the Loan by the Agency for the foregoing purposes, the Agency and the Sponsor have entered into this Agreement.

ARTICLE VI
RELIANCE

In performing its duties hereunder, the Agency may rely upon statements and certificates of the Sponsor and upon audits of the books and records of the Sponsor pertaining to occupancy of the Project. In addition, the Agency may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or suffered by the Agency in good faith and in conformity with the opinion of such counsel. The Sponsor may rely upon certificates of Low or Very Low-Income Households reasonably believed to be genuine and to have been executed by the proper person or persons.

ARTICLE VII
PROJECT WITHIN THE COUNTY LIMITS

The Sponsor hereby represents and warrants that the Project as of the date hereof is located entirely within the limits of Palm Beach County, Florida.

ARTICLE VIII
SALE, TRANSFER OR REFINANCING OF PROJECT

The Loan for the Project hereunder as to both principal and interest shall not be assumable by any entity other than Sponsor.

ARTICLE IX
TERM

This Agreement shall become effective upon its execution and delivery, and shall remain in full force and effect for ten years from the expiration of the Loan Agreement, subject to the provisions of Article XIII herein.

ARTICLE X
ENFORCEMENT

If the Sponsor defaults in the performance of its obligations under this Agreement or breaches any covenant, agreement or warranty of the Sponsor set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the Agency to the Sponsor (or for an extended period approved by Agency if such default stated in such notice can be corrected, but not within such thirty (30) day period, and if the Sponsor commences such correction within such thirty (30) day period, and thereafter diligently pursues the same to completion within such extended period), then the Agency may terminate all rights of the Sponsor under this Agreement and may take any other action at law or in equity or otherwise, whether for specific performance of any covenant in this Agreement, foreclosure of the Mortgage, or such other remedy as may be deemed most effectual by the Agency to enforce the obligations of the Sponsor with respect to the Project. If a default by the Sponsor under this Agreement is not cured within a reasonable time, the Agency may institute foreclosure proceedings against the Project as provided in the Mortgage.

Notwithstanding any of the foregoing, the Agency will have the right to seek specific performance of any of the covenants and requirements of this Agreement concerning the construction and operation of the Project.

ARTICLE XI
RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

Upon execution and delivery by the parties hereto, the Sponsor shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the Official Public Records of Palm Beach County, Florida and in such manner and in such other places as the Agency may reasonably request, and shall pay all fees and charges incurred in connection therewith.

This Agreement and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Sponsor and the Agency and their respective successors and assigns during the Term of this Agreement.

ARTICLE XII
SUBORDINATION AND FORECLOSURE

In the event of a foreclosure and sale of the subject property or receipt of a deed in lieu of foreclosure pursuant to a default under the Mortgage, the restrictions contained herein may be released by the Agency, in its discretion, upon application of the purchaser or successor in interest.

ARTICLE XIII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights, procedures and governing remedies. Venue shall lie in Palm Beach County, Florida.

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ARTICLE XIV
NOTICE AND EFFECT

Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

AGENCY: FLORIDA HOUSING FINANCE AGENCY
City Centre Building
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301
ATTN: Executive Director

AGENCY'S COUNSEL: Office of the General Counsel
Department of Community Affairs
2740 Centerview Drive
Tallahassee, Florida 32399-2100

SPONSOR: City of South Bay, Florida
335 S.W. Second Avenue
South Bay, Florida 33493
Attention: City Manager

SPONSOR'S COUNSEL: Samuel A. Thomas, Esq.
Lewis, Vogosen & Rosenbach SAT
500 South Australian Avenue PO Box 4388
West Palm Beach, Florida ~~33401~~ 33402-4388

ARTICLE XV
LIMITED NONRECOURSE LIABILITY OF THE SPONSOR

Notwithstanding any provision or obligation to the contrary hereinbefore or hereinafter set forth, except as to the indemnification obligations in this Agreement, from and after the date of this Agreement (i) the liability of the Sponsor shall be limited to the interest in the Project, and the Agency shall look exclusively thereto, or to such other security as may from time to time be given for payment of the obligations hereunder, and any judgment rendered against the Sponsor under this Agreement shall be limited to the Project and any other security so given for satisfaction thereof; and (ii) except as set forth herein no deficiency or other personal judgment nor any order or decree of specific performance shall be rendered against the officers of the Sponsor, including but not limited to employees and elected

officials, or their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceeding arising out of this Agreement except pursuant to the indemnification obligations in this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding.

ARTICLE XVI
MISCELLANEOUS

Unless the context clearly requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The terms and phrases used in the recitals of this Agreement have been included for convenience of reference only and the meaning, construction and interpretation of all such terms and phrases for purposes of this Agreement shall be determined by references to Article I of this Agreement. The titles and headings of the sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any questions of intent shall arise.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

instrument and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Agency and the Sponsor have caused this Agreement to be signed, sealed and attested on their behalf by duly authorized representatives, all as of the date first written above.

WITNESSES:

CITY OF SOUTH BAY, FLORIDA
a municipal corporation

Sign Linda M. Zeigler
Print LINDA M. ZEIGLER
Sign Kathleen M. Blakney
Print Kathleen M. Blakney

By: Lester B Baird
Print: LESTER B BAIRD
Title: CITY MANAGER

Attest:
Print:

FLORIDA HOUSING FINANCE AGENCY,
an agency and instrumentality of the State of Florida

Sign Kathleen M. Blakney
Print Kathleen M. Blakney
Sign Linda M. Zeigler
Print LINDA M. ZEIGLER

By:
Susan J. Leigh
Executive Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of October 1995, by as City Manager of the City of South Bay, Florida, on behalf of the City. He/she is personally known to me or has produced Lester Driver's License as identification.

My Commission Expires:

Bridget E. Warring
Notary Public; State of Florida
Print:
BRIDGET E. WARRING
MY COMMISSION # 100379 EXPIRES
November 24, 1995
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of October, 1995, by Susan J. Leigh, Executive Director of the FLORIDA HOUSING FINANCE AGENCY, on

behalf of the Agency. He/she is personally known to me.

My Commission Expires:

Bridget E. Warring
Notary Public, State of Florida
Print: _____

BRIDGET E. WARRING
MY COMMISSION # 163879 EXPIRES
November 24, 1995
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A" ORB 8989 Ps 1039

DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Description
Residential Site

Being a portion of that parcel of land described in O.R. Book 4983, Page 1264, Palm Beach County Public Records, lying in Sections 10 and 11, Township 44 South, Range 36 East, Palm Beach County, Florida, and being more particularly described as follows.

Commence at the intersection of the Lake Okeechobee Meander Line with the East line of the West half of the West half of State Lot 3, Section 11, Township 44 South, Range 36 East; thence North 87°43'57 West, a distance of 141.56 feet to a point; thence South 62°06'54" West a distance of 149.71 feet to a point lying on the Easterly Right-of-Way Line of State Road 25 (U.S. 27); thence North 25°31'11" West, along said Easterly Right-of-Way Line, a distance of 786.59 feet to a point of curvature, said curve being concave to the Southwest, having a radius of 2945.93 feet and central angle of 18°36'14"; thence Northwesterly along said curve an arc distance of 956.54 feet to a point; thence leaving said Right-of-Way non-radially, along the Westerly Right-of-Way Line of a 60.00 foot road, North 27°39'19" East a distance of 55.51 feet to a point; thence continuing along said Westerly Right-of-Way North 17°13'41" East a distance of 333.30 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continuing North 17°13'41" East a distance of 727.87 feet to a point of curvature, said curve concave to the East, having a radius of 480.00 feet and a central angle of 16°01'30"; thence Northerly along said curve an arc distance of 134.25 feet to a point; thence North 33°15'11" East a distance of 25.00 feet to a point in the North line of said parcel recorded in O.R. Book 4983, Page 1264; thence North 56°44'49" West along said North line a distance of 1089.45 feet to a point; thence South 33°15'11" West, a distance of 878.72 feet to a point; thence South 26°30'49" West, a distance of 350.00 feet to a point on the Northerly Right-of-Way line of said U.S. 27; thence South 63°29'11" East along said Northerly Right-of-Way line of U.S. 27 a distance of 60.00 feet to a point; thence North 26°30'49" East a distance of 350.00 feet to a point; thence South 63°29'11" East, along a line parallel with and 350.00 feet Northerly of the North Right-of-Way line of said U.S. 27, a distance of 318.49 feet to a point of curvature said curve concave to the South, having a radius of 3295.93 feet and a central angle of 16°16'54"; thence Easterly along said curve an arc distance of 936.60 feet to the POINT OF BEGINNING.

RECORDER'S MEMO: Legibility of document unsatisfactory when received.

RESOLUTION NO. 28-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY OF SOUTH BAY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") has suffered harm from the opioid epidemic; and

WHEREAS, the City recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and the City is not a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, City of South Bay and every other Florida city and county.

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. Participation in Florida Plan. The City of South Bay finds that participation in the Florida Plan would be in the best interest of the City and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

Section 3. Support for Unified Plan. The City of South Bay hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

Section 4. Authorization of City Administrator. The City Administrator is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A." The City Administrator is also authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

Section 5. Recordation by City Clerk. The City Clerk for the City of South Bay is hereby instructed to record this Resolution in the appropriate record book upon its adoption.

Section 6. Transmittal. The City Clerk for the City of South Bay is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida League of Cities/Florida Association of Counties and Attorney General Ashley Moody c\o John M. Guard The Capitol, PL-01 Tallahassee, FL 32399-1050

Section 7. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 20th day of July 2021.

_____
Joe Kyles, Mayor

ATTEST:

_____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. ''Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement -** Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment -** Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund -** The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

> a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
>
> b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
>
> c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
>
> d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
>
> e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION NO. [INSERT]

A Resolution authorizing [City/County] (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the [City/County] has suffered harm from the opioid epidemic;

WHEREAS, the [City/County] recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and [City/County] [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, [City/County], and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That [official name] is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name] is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida

[Florida League of Cities/Florida Association of Counties]

Attorney General Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of , _____, 2021.

(Mayor/Commissioner/etc.)

ATTEST: _____

City/County Fund		15%
Regional Fund		35%
Scenario 1	$	130,000,000.00
City/County Fund Scenario 1	$	19,500,000.00
Regional Fund Scenario 1	$	45,500,000.00
Scenario 2	$	100,000,000.00
City/County Fund Scenario 2	$	15,000,000.00
Regional Fund Scenario 2	$	35,000,000.00
Scenario 3	$	70,000,000.00
City/County Fund Scenario 3	$	10,500,000.00
Regional Fund Scenario 3	$	24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.241060164449%			$ 564,682.37		$ 434,371.06		$ 304,059.74
	Alachua County		0.821689546303%	$ 160,229.46		$ 123,253.43		$ 86,277.40	
	Alachua		0.013113332457%	$ 2,557.10		$ 1,967.00		$ 1,376.90	
	Archer		0.000219705515%	$ 42.84		$ 32.96		$ 23.07	
	Gainesville		0.381597611347%	$ 74,411.53		$ 57,239.64		$ 40,067.75	
	Hawthorne		0.000270546460%	$ 52.76		$ 40.58		$ 28.41	
	High Springs		0.011987568663%	$ 2,337.58		$ 1,798.14		$ 1,258.69	
	La Crosse		0.000975056706%	$ 190.14		$ 146.26		$ 102.38	
	Micanopy		0.002113530737%	$ 412.14		$ 317.03		$ 221.92	
	Newberry		0.006102729215%	$ 1,190.03		$ 915.41		$ 640.79	
	Waldo		0.002988721299%	$ 582.80		$ 448.31		$ 313.82	
Baker		0.193173804130%			$ 87,894.08		$ 67,610.83		$ 47,327.58
	Baker County		0.169449240037%	$ 33,042.60		$ 25,417.39		$ 17,792.17	
	Glen St. Mary		0.000096234647%	$ 18.77		$ 14.44		$ 10.10	
	Macclenny		0.023628329446%	$ 4,607.52		$ 3,544.25		$ 2,480.97	
Bay		0.839656373312%			$ 382,043.65		$ 293,879.73		$ 205,715.81
	Bay County		0.508772605155%	$ 99,210.66		$ 76,315.89		$ 53,421.12	
	Callaway		0.024953825527%	$ 4,866.00		$ 3,743.07		$ 2,620.15	
	Lynn Haven		0.039205632015%	$ 7,645.10		$ 5,880.84		$ 4,116.59	
	Mexico Beach		0.005614292988%	$ 1,094.79		$ 842.14		$ 589.50	
	Panama City		0.155153855596%	$ 30,255.00		$ 23,273.08		$ 16,291.15	
	Panama City Beach		0.080897023117%	$ 15,774.92		$ 12,134.55		$ 8,494.19	
	Parker		0.008704696178%	$ 1,697.42		$ 1,305.70		$ 913.99	
	Springfield		0.016354442736%	$ 3,189.12		$ 2,453.17		$ 1,717.22	
Bradford		0.189484204081%			$ 86,215.31		$ 66,319.47		$ 46,423.63
	Bradford County		0.151424309090%	$ 29,527.74		$ 22,713.65		$ 15,899.55	
	Brooker		0.000424885045%	$ 82.85		$ 63.73		$ 44.61	
	Hampton		0.002839829959%	$ 553.77		$ 425.97		$ 298.18	
	Lawtey		0.003400896108%	$ 663.17		$ 510.13		$ 357.09	
	Starke		0.031392468132%	$ 6,121.53		$ 4,708.87		$ 3,296.21	
Brevard		3.878799180444%			$ 1,764,853.63		$ 1,357,579.71		$ 950,305.80
	Brevard County		2.323022668525%	$ 452,989.42		$ 348,453.40		$ 243,917.38	
	Cape Canaveral		0.045560750209%	$ 8,884.35		$ 6,834.11		$ 4,783.88	
	Cocoa		0.149245411423%	$ 29,102.86		$ 22,386.81		$ 15,670.77	
	Cocoa Beach		0.084363286155%	$ 16,450.84		$ 12,654.49		$ 8,858.15	
	Grant-Valkaria		0.000321387406%	$ 62.67		$ 48.21		$ 33.75	
	Indialantic		0.024136738902%	$ 4,706.66		$ 3,620.51		$ 2,534.36	
	Indian Harbour Beach		0.021089913665%	$ 4,112.53		$ 3,163.49		$ 2,214.44	
	Malabar		0.002505732317%	$ 488.62		$ 375.86		$ 263.10	
	Melbourne		0.383104682233%	$ 74,705.41		$ 57,465.70		$ 40,225.99	
	Melbourne Beach		0.012091066302%	$ 2,357.76		$ 1,813.66		$ 1,269.56	
	Melbourne Village		0.003782203200%	$ 737.53		$ 567.33		$ 397.13	
	Palm Bay		0.404817397481%	$ 78,939.39		$ 60,722.61		$ 42,505.83	
	Palm Shores		0.000127102364%	$ 24.78		$ 19.07		$ 13.35	
	Rockledge		0.096603243798%	$ 18,837.63		$ 14,490.49		$ 10,143.34	
	Satellite Beach		0.035975416224%	$ 7,015.21		$ 5,396.31		$ 3,777.42	
	Titusville		0.240056418924%	$ 46,811.00		$ 36,008.46		$ 25,205.92	
	West Melbourne		0.051997577066%	$ 10,139.53		$ 7,799.64		$ 5,459.75	
Broward		9.057962672578%			$ 4,121,373.02		$ 3,170,286.94		$ 2,219,200.85
	Broward County		3.966403576878%	$ 773,448.70		$ 594,960.54		$ 416,472.38	
	Coconut Creek		0.101131719448%	$ 19,720.69		$ 15,169.76		$ 10,618.83	
	Cooper City		0.073935445073%	$ 14,417.41		$ 11,090.32		$ 7,763.22	
	Coral Springs		0.323406517664%	$ 63,064.27		$ 48,510.98		$ 33,957.68	
	Dania Beach		0.017807041180%	$ 3,472.37		$ 2,671.06		$ 1,869.74	
	Davie		0.266922227153%	$ 52,049.83		$ 40,038.33		$ 28,026.83	
	Deerfield Beach		0.202423224725%	$ 39,472.53		$ 30,363.48		$ 21,254.44	
	Fort Lauderdale		0.830581264531%	$ 161,963.35		$ 124,587.19		$ 87,211.03	
	Hallandale Beach		0.154950491814%	$ 30,215.35		$ 23,242.57		$ 16,269.80	
	Hillsboro Beach		0.012407006463%	$ 2,419.37		$ 1,861.05		$ 1,302.74	
	Hollywood		0.520164608456%	$ 101,432.10		$ 78,024.69		$ 54,617.28	
	Lauderdale-By-The-Sea		0.022807611325%	$ 4,447.48		$ 3,421.14		$ 2,394.80	

	Lauderdale Lakes		0.062625150435%	$ 12,211.90		$ 9,393.77		$ 6,575.64	
	Lauderhill		0.144382838130%	$ 28,154.65		$ 21,657.43		$ 15,160.20	
	Lazy Lake		0.000021788977%	$ 4.25		$ 3.27		$ 2.29	
	Lighthouse Point		0.029131861803%	$ 5,680.71		$ 4,369.78		$ 3,058.85	
	Margate		0.143683775129%	$ 28,018.34		$ 21,552.57		$ 15,086.80	
	Miramar		0.279280208419%	$ 54,459.64		$ 41,892.03		$ 29,324.42	
	North Lauderdale		0.066069624496%	$ 12,883.58		$ 9,910.44		$ 6,937.31	
	Oakland Park		0.100430840699%	$ 19,584.01		$ 15,064.63		$ 10,545.24	
	Ocean Breeze		0.005381877237%	$ 1,049.47		$ 807.28		$ 565.10	
	Parkland		0.045804060448%	$ 8,931.79		$ 6,870.61		$ 4,809.43	
	Pembroke Park		0.024597938908%	$ 4,796.60		$ 3,689.69		$ 2,582.78	
	Pembroke Pines		0.462832363603%	$ 90,252.31		$ 69,424.85		$ 48,597.40	
	Plantation		0.213918725664%	$ 41,714.15		$ 32,087.81		$ 22,461.47	
	Pompano Beach		0.335472163493%	$ 65,417.07		$ 50,320.82		$ 35,224.58	
	Sea Ranch Lakes		0.005024174870%	$ 979.71		$ 753.63		$ 527.54	
	Southwest Ranches		0.025979723178%	$ 5,066.05		$ 3,896.96		$ 2,727.87	
	Sunrise		0.286071106146%	$ 55,783.87		$ 42,910.67		$ 30,037.47	
	Tamarac		0.134492458472%	$ 26,226.03		$ 20,173.87		$ 14,121.71	
	Weston		0.138637811283%	$ 27,034.37		$ 20,795.67		$ 14,556.97	
	West Park		0.029553115352%	$ 5,762.86		$ 4,432.97		$ 3,103.08	
	Wilton Manors		0.031630331127%	$ 6,167.91		$ 4,744.55		$ 3,321.18	
Calhoun		0.047127740781%			$ 21,443.12		$ 16,494.71		$ 11,546.30
	Calhoun County		0.038866087128%	$ 7,578.89		$ 5,829.91		$ 4,080.94	
	Altha		0.000366781107%	$ 71.52		$ 55.02		$ 38.51	
	Blountstown		0.007896688293%	$ 1,539.85		$ 1,184.50		$ 829.15	
Charlotte		0.737346233376%			$ 335,492.54		$ 258,071.18		$ 180,649.83
	Charlotte County		0.690225755587%	$ 134,594.02		$ 103,533.86		$ 72,473.70	
	Punta Gorda		0.047120477789%	$ 9,188.49		$ 7,068.07		$ 4,947.65	
Citrus		0.969645776606%			$ 441,188.83		$ 339,376.02		$ 237,563.22
	Citrus County		0.929715661117%	$ 181,294.55		$ 139,457.35		$ 97,620.14	
	Crystal River		0.021928789266%	$ 4,276.11		$ 3,289.32		$ 2,302.52	
	Inverness		0.018001326222%	$ 3,510.26		$ 2,700.20		$ 1,890.14	
Clay		1.193429461456%			$ 543,010.40		$ 417,700.31		$ 292,390.22
	Clay County		1.055764891131%	$ 205,874.15		$ 158,364.73		$ 110,855.31	
	Green Cove Springs		0.057762577142%	$ 11,263.70		$ 8,664.39		$ 6,065.07	
	Keystone Heights		0.000753535443%	$ 146.94		$ 113.03		$ 79.12	
	Orange Park		0.078589207339%	$ 15,324.90		$ 11,788.38		$ 8,251.87	
	Penney Farms		0.000561066149%	$ 109.41		$ 84.16		$ 58.91	
Collier		1.551333376427%			$ 705,856.69		$ 542,966.68		$ 380,076.68
	Collier County		1.354673336030%	$ 264,161.30		$ 203,201.00		$ 142,240.70	
	Everglades		0.000148891341%	$ 29.03		$ 22.33		$ 15.63	
	Marco Island		0.062094952003%	$ 12,108.52		$ 9,314.24		$ 6,519.97	
	Naples		0.134416197054%	$ 26,211.16		$ 20,162.43		$ 14,113.70	
Columbia		0.446781150792%			$ 203,285.42		$ 156,373.40		$ 109,461.38
	Columbia County		0.341887201373%	$ 66,668.00		$ 51,283.08		$ 35,898.16	
	Fort White		0.000236047247%	$ 46.03		$ 35.41		$ 24.78	
	Lake City		0.104659717920%	$ 20,408.64		$ 15,698.96		$ 10,989.27	
DeSoto		0.113640407802%			$ 51,706.39		$ 39,774.14		$ 27,841.90
	DeSoto County		0.096884684746%	$ 18,892.51		$ 14,532.70		$ 10,172.89	
	Arcadia		0.016755723056%	$ 3,267.37		$ 2,513.36		$ 1,759.35	
Dixie		0.103744580900%			$ 47,203.78		$ 36,310.60		$ 25,417.42
	Dixie County		0.098822087921%	$ 19,270.31		$ 14,823.31		$ 10,376.32	
	Cross City		0.004639236282%	$ 904.65		$ 695.89		$ 487.12	
	Horseshoe Beach		0.000281440949%	$ 54.88		$ 42.22		$ 29.55	
Duval		5.434975156935%			$ 2,472,913.70		$ 1,902,241.30		$ 1,331,568.91
	Jacksonville		5.270570064997%	$ 1,027,761.16		$ 790,585.51		$ 553,409.86	
	Atlantic Beach		0.038891507601%	$ 7,583.84		$ 5,833.73		$ 4,083.61	
	Baldwin		0.002251527589%	$ 439.05		$ 337.73		$ 236.41	
	Jacksonville Beach		0.100447182431%	$ 19,587.20		$ 15,067.08		$ 10,546.95	
	Neptune Beach		0.022814874318%	$ 4,448.90		$ 3,422.23		$ 2,395.56	
Escambia		1.341634449244%			$ 610,443.67		$ 469,572.06		$ 328,700.44
	Escambia County		1.005860871574%	$ 196,142.87		$ 150,879.13		$ 105,615.39	
	Century		0.005136751249%	$ 1,001.67		$ 770.51		$ 539.36	
	Pensacola		0.330636826421%	$ 64,474.18		$ 49,595.52		$ 34,716.87	
Flagler		0.389864712244%			$ 177,388.44		$ 136,452.65		$ 95,516.85
	Flagler Counry		0.279755934409%	$ 54,552.41		$ 41,963.39		$ 29,374.37	
	Beverly Beach		0.000154338585%	$ 30.10		$ 23.15		$ 16.21	
	Bunnell		0.009501809575%	$ 1,852.85		$ 1,425.27		$ 997.69	
	Flagler Beach		0.015482883669%	$ 3,019.16		$ 2,322.43		$ 1,625.70	
	Marineland		0.000114392127%	$ 22.31		$ 17.16		$ 12.01	
	Palm Coast		0.084857169626%	$ 16,547.15		$ 12,728.58		$ 8,910.00	
Franklin		0.049911282550%			$ 22,709.63		$ 17,468.95		$ 12,228.26
	Franklin County		0.046254365966%	$ 9,019.60		$ 6,938.15		$ 4,856.71	
	Apalachicola		0.001768538606%	$ 344.87		$ 265.28		$ 185.70	
	Carabelle		0.001888377978%	$ 368.23		$ 283.26		$ 198.28	
Gadsden		0.123656074077%			$ 56,263.51		$ 43,279.63		$ 30,295.74
	Gadsden County		0.090211810642%	$ 17,591.30		$ 13,531.77		$ 9,472.24	

	Chattahoochee		0.004181667772%	$ 815.43		$ 627.25		$ 439.08	
	Greensboro		0.000492067723%	$ 95.95		$ 73.81		$ 51.67	
	Gretna		0.002240633101%	$ 436.92		$ 336.09		$ 235.27	
	Havana		0.005459954403%	$ 1,064.69		$ 818.99		$ 573.30	
	Midway		0.001202025213%	$ 234.39		$ 180.30		$ 126.21	
	Quincy		0.019867915223%	$ 3,874.24		$ 2,980.19		$ 2,086.13	
Gilchrist		0.064333769355%			$ 29,271.87		$ 22,516.82		$ 15,761.77
	Gilchrist County		0.061274233881%	$ 11,948.48		$ 9,191.14		$ 6,433.79	
	Bell		0.000099866143%	$ 19.47		$ 14.98		$ 10.49	
	Fanning Springs		0.000388570084%	$ 75.77		$ 58.29		$ 40.80	
	Trenton		0.002571099247%	$ 501.36		$ 385.66		$ 269.97	
Glades		0.040612836758%			$ 18,478.84		$ 14,214.49		$ 9,950.15
	Glades County		0.040420367464%	$ 7,881.97		$ 6,063.06		$ 4,244.14	
	Moore Haven		0.000192469294%	$ 37.53		$ 28.87		$ 20.21	
Gulf		0.059914238588%			$ 27,260.98		$ 20,969.98		$ 14,678.99
	Gulf County		0.054715751905%	$ 10,669.57		$ 8,207.36		$ 5,745.15	
	Port St. Joe		0.004817179591%	$ 939.35		$ 722.58		$ 505.80	
	Wewahitchka		0.000381307092%	$ 74.35		$ 57.20		$ 40.04	
Hamilton		0.047941195910%			$ 21,813.24		$ 16,779.42		$ 11,745.59
	Hamilton County		0.038817061931%	$ 7,569.33		$ 5,822.56		$ 4,075.79	
	Jasper		0.004869836285%	$ 949.62		$ 730.48		$ 511.33	
	Jennings		0.002623755940%	$ 511.63		$ 393.56		$ 275.49	
	White Springs		0.001630541754%	$ 317.96		$ 244.58		$ 171.21	
Hardee		0.067110048132%			$ 30,535.07		$ 23,488.52		$ 16,441.96
	Hardee County		0.058100306280%	$ 11,329.56		$ 8,715.05		$ 6,100.53	
	Bowling Green		0.001797590575%	$ 350.53		$ 269.64		$ 188.75	
	Wauchula		0.006667426860%	$ 1,300.15		$ 1,000.11		$ 700.08	
	Zolfo Springs		0.000544724417%	$ 106.22		$ 81.71		$ 57.20	
Hendry		0.144460915297%			$ 65,729.72		$ 50,561.32		$ 35,392.92
	Hendry County		0.122147187443%	$ 23,818.70		$ 18,322.08		$ 12,825.45	
	Clewiston		0.017589151414%	$ 3,429.88		$ 2,638.37		$ 1,846.86	
	LaBelle		0.004724576440%	$ 921.29		$ 708.69		$ 496.08	
Hernando		1.510075949110%			$ 687,084.56		$ 528,526.58		$ 369,968.61
	Hernando County		1.447521612849%	$ 282,266.71		$ 217,128.24		$ 151,989.77	
	Brooksville		0.061319627583%	$ 11,957.33		$ 9,197.94		$ 6,438.56	
	Weeki Wachee		0.001234708678%	$ 240.77		$ 185.21		$ 129.64	
Highlands		0.357188510237%			$ 162,520.77		$ 125,015.98		$ 87,511.19
	Highlands County		0.287621754986%	$ 56,086.24		$ 43,143.26		$ 30,200.28	
	Avon Park		0.025829016090%	$ 5,036.66		$ 3,874.35		$ 2,712.05	
	Lake Placid		0.005565267790%	$ 1,085.23		$ 834.79		$ 584.35	
	Sebring		0.038172471371%	$ 7,443.63		$ 5,725.87		$ 4,008.11	
Hillsborough		8.710984113657%			$ 3,963,497.77		$ 3,048,844.44		$ 2,134,191.11
	Hillsborough County		6.523111204400%	$ 1,272,006.68		$ 978,466.68		$ 684,926.68	
	Plant City		0.104218491142%	$ 20,322.61		$ 15,632.77		$ 10,942.94	
	Tampa		1.975671881253%	$ 385,256.02		$ 296,350.78		$ 207,445.55	
	Temple Terrace		0.107980721113%	$ 21,056.24		$ 16,197.11		$ 11,337.98	
Holmes		0.081612427851%			$ 37,133.65		$ 28,564.35		$ 19,995.04
	Holmes County		0.066805002459%	$ 13,026.98		$ 10,020.75		$ 7,014.53	
	Bonifay		0.006898026863%	$ 1,345.12		$ 1,034.70		$ 724.29	
	Esto		0.006269778036%	$ 1,222.61		$ 940.47		$ 658.33	
	Noma		0.001278286631%	$ 249.27		$ 191.74		$ 134.22	
	Ponce de Leon		0.000179759057%	$ 35.05		$ 26.96		$ 18.87	
	Westville		0.000179759057%	$ 35.05		$ 26.96		$ 18.87	
Indian River		0.753076058781%			$ 342,649.61		$ 263,576.62		$ 184,503.63
	Indian River County		0.623571460217%	$ 121,596.43		$ 93,535.72		$ 65,475.00	
	Fellsmere		0.004917045734%	$ 958.82		$ 737.56		$ 516.29	
	Indian River shores		0.025322422382%	$ 4,937.87		$ 3,798.36		$ 2,658.85	
	Orchid		0.000306861421%	$ 59.84		$ 46.03		$ 32.22	
	Sebastian		0.038315915467%	$ 7,471.60		$ 5,747.39		$ 4,023.17	
	Vero Beach		0.060642353558%	$ 11,825.26		$ 9,096.35		$ 6,367.45	
Jackson		0.158936058795%			$ 72,315.91		$ 55,627.62		$ 38,939.33
	Jackson County		0.075213731704%	$ 14,666.68		$ 11,282.06		$ 7,897.44	
	Alford		0.000303229925%	$ 59.13		$ 45.48		$ 31.84	
	Bascom		0.000061735434%	$ 12.04		$ 9.26		$ 6.48	
	Campbellton		0.001648699234%	$ 321.50		$ 247.30		$ 173.11	
	Cottondale		0.001093080329%	$ 213.15		$ 163.96		$ 114.77	
	Graceville		0.002794436257%	$ 544.92		$ 419.17		$ 293.42	
	Grandridge		0.000030867717%	$ 6.02		$ 4.63		$ 3.24	
	Greenwood		0.001292812616%	$ 252.10		$ 193.92		$ 135.75	
	Jacob City		0.000481173235%	$ 93.83		$ 72.18		$ 50.52	
	Malone		0.000092603151%	$ 18.06		$ 13.89		$ 9.72	
	Marianna		0.073519638768%	$ 14,336.33		$ 11,027.95		$ 7,719.56	
	Sneads		0.002404050426%	$ 468.79		$ 360.61		$ 252.43	
Jefferson		0.040821647784%			$ 18,573.85		$ 14,287.58		$ 10,001.30
	Jefferson County		0.037584169001%	$ 7,328.91		$ 5,637.63		$ 3,946.34	
	Monticello		0.003237478783%	$ 631.31		$ 485.62		$ 339.94	
Lafayette		0.031911772076%			$ 14,519.86		$ 11,169.12		$ 7,818.38

	Lafayette County		0.031555885457%	$ 6,153.40		$ 4,733.38		$ 3,313.37	
	Mayo		0.000355886619%	$ 69.40		$ 53.38		$ 37.37	
Lake		1.139211224519%			$ 518,341.11		$ 398,723.93		$ 279,106.75
	Lake County		0.757453827343%	$ 147,703.50		$ 113,618.07		$ 79,532.65	
	Astatula		0.002727253579%	$ 531.81		$ 409.09		$ 286.36	
	Clermont		0.075909163209%	$ 14,802.29		$ 11,386.37		$ 7,970.46	
	Eustis		0.041929254098%	$ 8,176.20		$ 6,289.39		$ 4,402.57	
	Fruitland Park		0.008381493024%	$ 1,634.39		$ 1,257.22		$ 880.06	
	Groveland		0.026154034992%	$ 5,100.04		$ 3,923.11		$ 2,746.17	
	Howey-In-The-Hills		0.002981458307%	$ 581.38		$ 447.22		$ 313.05	
	Lady Lake		0.025048244426%	$ 4,884.41		$ 3,757.24		$ 2,630.07	
	Leesburg		0.091339390185%	$ 17,811.18		$ 13,700.91		$ 9,590.64	
	Mascotte		0.011415608025%	$ 2,226.04		$ 1,712.34		$ 1,198.64	
	Minneola		0.016058475803%	$ 3,131.40		$ 2,408.77		$ 1,686.14	
	Montverde		0.001347285057%	$ 262.72		$ 202.09		$ 141.46	
	Mount Dora		0.041021380070%	$ 7,999.17		$ 6,153.21		$ 4,307.24	
	Tavares		0.031820984673%	$ 6,205.09		$ 4,773.15		$ 3,341.20	
	Umatilla		0.005623371728%	$ 1,096.56		$ 843.51		$ 590.45	
Lee		3.3253718833359%			$ 1,513,044.21		$ 1,163,880.16		$ 814,716.11
	Lee County		2.115268407509%	$ 412,477.34		$ 317,290.26		$ 222,103.18	
	Bonita Springs		0.017374893143%	$ 3,388.10		$ 2,606.23		$ 1,824.36	
	Cape Coral		0.714429677167%	$ 139,313.79		$ 107,164.45		$ 75,015.12	
	Estero		0.012080171813%	$ 2,355.63		$ 1,812.03		$ 1,268.42	
	Fort Myers		0.431100350585%	$ 84,064.57		$ 64,665.05		$ 45,265.54	
	Fort Myers Beach		0.000522935440%	$ 101.97		$ 78.44		$ 54.91	
	Sanibel		0.034595447702%	$ 6,746.11		$ 5,189.32		$ 3,632.52	
Leon		0.897199244939%			$ 408,225.66		$ 314,019.74		$ 219,813.82
	Leon County		0.471201146391%	$ 91,884.22		$ 70,680.17		$ 49,476.12	
	Tallahassee		0.425998098549%	$ 83,069.63		$ 63,899.71		$ 44,729.80	
Levy		0.251192401748%			$ 114,292.54		$ 87,917.34		$ 61,542.14
	Levy County		0.200131750679%	$ 39,025.69		$ 30,019.76		$ 21,013.83	
	Bronson		0.005701448894%	$ 1,111.78		$ 855.22		$ 598.65	
	Cedar Key		0.005180329202%	$ 1,010.16		$ 777.05		$ 543.93	
	Chiefland		0.015326729337%	$ 2,988.71		$ 2,299.01		$ 1,609.31	
	Fanning Springs		0.000808007885%	$ 157.56		$ 121.20		$ 84.84	
	Inglis		0.004976965420%	$ 970.51		$ 746.54		$ 522.58	
	Otter Creek		0.000408543312%	$ 79.67		$ 61.28		$ 42.90	
	Williston		0.017774357715%	$ 3,466.00		$ 2,666.15		$ 1,866.31	
	Yankeetown		0.000884269303%	$ 172.43		$ 132.64		$ 92.85	
Liberty		0.019399452225%			$ 8,826.75		$ 6,789.81		$ 4,752.87
	Liberty County		0.019303217578%	$ 3,764.13		$ 2,895.48		$ 2,026.84	
	Bristol		0.000096234647%	$ 18.77		$ 14.44		$ 10.10	
Madison		0.063540287455%			$ 28,910.83		$ 22,239.10		$ 15,567.37
	Madison County		0.053145129837%	$ 10,363.30		$ 7,971.77		$ 5,580.24	
	Greenville		0.000110760631%	$ 21.60		$ 16.61		$ 11.63	
	Lee		0.000019973229%	$ 3.89		$ 3.00		$ 2.10	
	Madison		0.010264423758%	$ 2,001.56		$ 1,539.66		$ 1,077.76	
Manatee		2.721323346235%			$ 1,238,202.12		$ 952,463.17		$ 666,724.22
	Manatee County		2.201647174006%	$ 429,321.20		$ 330,247.08		$ 231,172.95	
	Anna Maria		0.009930326116%	$ 1,936.41		$ 1,489.55		$ 1,042.68	
	Bradenton		0.379930754632%	$ 74,086.50		$ 56,989.61		$ 39,892.73	
	Bradenton Beach		0.014012127744%	$ 2,732.36		$ 2,101.82		$ 1,471.27	
	Holmes Beach		0.028038781473%	$ 5,467.56		$ 4,205.82		$ 2,944.07	
	Longboat Key		0.034895046131%	$ 6,804.53		$ 5,234.26		$ 3,663.98	
	Palmetto		0.052869136132%	$ 10,309.48		$ 7,930.37		$ 5,551.26	
Marion		1.701176168960%			$ 774,035.16		$ 595,411.66		$ 416,788.16
	Marion County		1.303728892837%	$ 254,227.13		$ 195,559.33		$ 136,891.53	
	Belleview		0.009799592256%	$ 1,910.92		$ 1,469.94		$ 1,028.96	
	Dunnellon		0.018400790795%	$ 3,588.15		$ 2,760.12		$ 1,932.08	
	McIntosh		0.000145259844%	$ 28.33		$ 21.79		$ 15.25	
	Ocala		0.368994504094%	$ 71,953.93		$ 55,349.18		$ 38,744.42	
	Reddick		0.000107129135%	$ 20.89		$ 16.07		$ 11.25	
Martin		0.869487298116%			$ 395,616.72		$ 304,320.55		$ 213,024.39
	Martin County		0.750762795758%	$ 146,398.75		$ 112,614.42		$ 78,830.09	
	Jupiter Island		0.020873839646%	$ 4,070.40		$ 3,131.08		$ 2,191.75	
	Ocean Breeze Park		0.008270732393%	$ 1,612.79		$ 1,240.61		$ 868.43	
	Sewall's Point		0.008356072551%	$ 1,629.43		$ 1,253.41		$ 877.39	
	Stuart		0.081223857767%	$ 15,838.65		$ 12,183.58		$ 8,528.51	
Miami-Dade		5.232119784173%			$ 2,380,614.50		$ 1,831,241.92		$ 1,281,869.35
	Miami-Dade County		4.282797675552%	$ 835,145.55		$ 642,419.65		$ 449,693.76	
	Aventura		0.024619727885%	$ 4,800.85		$ 3,692.96		$ 2,585.07	
	Bal Harbour		0.010041086747%	$ 1,958.01		$ 1,506.16		$ 1,054.31	
	Bay Harbor Islands		0.004272455175%	$ 833.13		$ 640.87		$ 448.61	
	Biscayne Park		0.001134842535%	$ 221.29		$ 170.23		$ 119.16	
	Coral Gables		0.071780152131%	$ 13,997.13		$ 10,767.02		$ 7,536.92	
	Cutler Bay		0.009414653668%	$ 1,835.86		$ 1,412.20		$ 988.54	
	Doral		0.013977628531%	$ 2,725.64		$ 2,096.64		$ 1,467.65	

	El Portal		0.000924215760%	$ 180.22		$ 138.63		$ 97.04	
	Florida City		0.003929278792%	$ 766.21		$ 589.39		$ 412.57	
	Golden Beach		0.002847092951%	$ 555.18		$ 427.06		$ 298.94	
	Hialeah		0.098015895785%	$ 19,113.10		$ 14,702.38		$ 10,291.67	
	Hialeah Gardens		0.005452691411%	$ 1,063.27		$ 817.90		$ 572.53	
	Homestead		0.024935668046%	$ 4,862.46		$ 3,740.35		$ 2,618.25	
	Indian Creek		0.002543863026%	$ 496.05		$ 381.58		$ 267.11	
	Key Biscayne		0.013683477346%	$ 2,668.28		$ 2,052.52		$ 1,436.77	
	Medley		0.008748274131%	$ 1,705.91		$ 1,312.24		$ 918.57	
	Miami		0.292793005448%	$ 57,094.64		$ 43,918.95		$ 30,743.27	
	Miami Beach		0.181409572478%	$ 35,374.87		$ 27,211.44		$ 19,048.01	
	Miami Gardens		0.040683650932%	$ 7,933.31		$ 6,102.55		$ 4,271.78	
	Miami Lakes		0.007836768608%	$ 1,528.17		$ 1,175.52		$ 822.86	
	Miami Shores		0.006287935516%	$ 1,226.15		$ 943.19		$ 660.23	
	Miami Springs		0.006169911893%	$ 1,203.13		$ 925.49		$ 647.84	
	North Bay Village		0.005160355974%	$ 1,006.27		$ 774.05		$ 541.84	
	North Miami		0.030379280717%	$ 5,923.96		$ 4,556.89		$ 3,189.82	
	North Miami Beach		0.030391990953%	$ 5,926.44		$ 4,558.80		$ 3,191.16	
	Opa-locka		0.007847663096%	$ 1,530.29		$ 1,177.15		$ 824.00	
	Palmetto Bay		0.007404620570%	$ 1,443.90		$ 1,110.69		$ 777.49	
	Pinecrest		0.008296152866%	$ 1,617.75		$ 1,244.42		$ 871.10	
	South Miami		0.007833137111%	$ 1,527.46		$ 1,174.97		$ 822.48	
	Sunny Isles Beach		0.007693324511%	$ 1,500.20		$ 1,154.00		$ 807.80	
	Surfside		0.004869836285%	$ 949.62		$ 730.48		$ 511.33	
	Sweetwater		0.004116300842%	$ 802.68		$ 617.45		$ 432.21	
	Virginia Gardens		0.001172973244%	$ 228.73		$ 175.95		$ 123.16	
	West Miami		0.002654623657%	$ 517.65		$ 398.19		$ 278.74	
Monroe		0.476388738585%			$ 216,756.88		$ 166,736.06		$ 116,715.24
	Monroe County		0.330124785469%	$ 64,374.33		$ 49,518.72		$ 34,663.10	
	Islamorada		0.022357305808%	$ 4,359.67		$ 3,353.60		$ 2,347.52	
	Key Colony Beach		0.004751812661%	$ 926.60		$ 712.77		$ 498.94	
	Key West		0.088087385417%	$ 17,177.04		$ 13,213.11		$ 9,249.18	
	Layton		0.000150707089%	$ 29.39		$ 22.61		$ 15.82	
	Marathon		0.030916742141%	$ 6,028.76		$ 4,637.51		$ 3,246.26	
Nassau		0.476933463002%			$ 217,004.73		$ 166,926.71		$ 116,848.70
	Nassau County		0.392706357951%	$ 76,577.74		$ 58,905.95		$ 41,234.17	
	Callahan		0.000225152759%	$ 43.90		$ 33.77		$ 23.64	
	Fernandina Beach		0.083159445195%	$ 16,216.09		$ 12,473.92		$ 8,731.74	
	Hillard		0.000842507098%	$ 164.29		$ 126.38		$ 88.46	
Okaloosa		0.819212865955%			$ 372,741.85		$ 286,724.50		$ 200,707.15
	Okaloosa County		0.612059617545%	$ 119,351.63		$ 91,808.94		$ 64,266.26	
	Cinco Bayou		0.000733562214%	$ 143.04		$ 110.03		$ 77.02	
	Crestview		0.070440130066%	$ 13,735.83		$ 10,566.02		$ 7,396.21	
	Destin		0.014678507281%	$ 2,862.31		$ 2,201.78		$ 1,541.24	
	Fort Walton Beach		0.077837487644%	$ 15,178.31		$ 11,675.62		$ 8,172.94	
	Laurel Hill		0.000079892914%	$ 15.58		$ 11.98		$ 8.39	
	Mary Esther		0.009356549730%	$ 1,824.53		$ 1,403.48		$ 982.44	
	Niceville		0.021745398713%	$ 4,240.35		$ 3,261.81		$ 2,283.27	
	Shalimar		0.001824826796%	$ 355.84		$ 273.72		$ 191.61	
	Valparaiso		0.010456893052%	$ 2,039.09		$ 1,568.53		$ 1,097.97	
Okeechobee		0.353495278692%			$ 160,840.35		$ 123,723.35		$ 86,606.34
	Okeechobee County		0.314543851405%	$ 61,336.05		$ 47,181.58		$ 33,027.10	
	Okeechobee		0.038951427287%	$ 7,595.53		$ 5,842.71		$ 4,089.90	
Orange		4.671028214546%			$ 2,125,317.84		$ 1,634,859.88		$ 1,144,401.91
	Orange County		3.063330386979%	$ 597,349.43		$ 459,499.56		$ 321,649.69	
	Apopka		0.097215150892%	$ 18,956.95		$ 14,582.27		$ 10,207.59	
	Bay Lake		0.023566594013%	$ 4,595.49		$ 3,534.99		$ 2,474.49	
	Belle Isle		0.010798253686%	$ 2,105.66		$ 1,619.74		$ 1,133.82	
	Eatonville		0.008325204835%	$ 1,623.41		$ 1,248.78		$ 874.15	
	Edgewood		0.009716067845%	$ 1,894.63		$ 1,457.41		$ 1,020.19	
	Lake Buena Vista		0.010355211161%	$ 2,019.27		$ 1,553.28		$ 1,087.30	
	Maitland		0.046728276209%	$ 9,112.01		$ 7,009.24		$ 4,906.47	
	Oakland		0.005429086686%	$ 1,058.67		$ 814.36		$ 570.05	
	Ocoee		0.066599822928%	$ 12,986.97		$ 9,989.97		$ 6,992.98	
	Orlando		1.160248481490%	$ 226,248.45		$ 174,037.27		$ 121,826.09	
	Windemere		0.007548064667%	$ 1,471.87		$ 1,132.21		$ 792.55	
	Winter Garden		0.056264584996%	$ 10,971.59		$ 8,439.69		$ 5,907.78	
	Winter Park		0.104903028159%	$ 20,456.09		$ 15,735.45		$ 11,014.82	
Osceola		1.073452092940%			$ 488,420.70		$ 375,708.23		$ 262,995.76
	Osceola County		0.837248691390%	$ 163,263.49		$ 125,587.30		$ 87,911.11	
	Kissimmee		0.162366006872%	$ 31,661.37		$ 24,354.90		$ 17,048.43	
	St. Cloud		0.073837394678%	$ 14,398.29		$ 11,075.61		$ 7,752.93	
Palm Beach		8.601594372053%			$ 3,913,725.44		$ 3,010,558.03		$ 2,107,390.62
	Palm Beach County		5.552548475026%	$ 1,082,746.95		$ 832,882.27		$ 583,017.59	
	Atlantis		0.018751230169%	$ 3,656.49		$ 2,812.68		$ 1,968.88	
	Belle Glade		0.020828445945%	$ 4,061.55		$ 3,124.27		$ 2,186.99	
	Boca Raton		0.472069073961%	$ 92,053.47		$ 70,810.36		$ 49,567.25	

	Boynton Beach		0.306498271771%	$ 59,767.16		$ 45,974.74		$ 32,182.32	
	Briny Breezes		0.003257452012%	$ 635.20		$ 488.62		$ 342.03	
	Cloud Lake		0.000188837798%	$ 36.82		$ 28.33		$ 19.83	
	Delray Beach		0.351846579457%	$ 68,610.08		$ 52,776.99		$ 36,943.89	
	Glen Ridge		0.000052656694%	$ 10.27		$ 7.90		$ 5.53	
	Golf		0.004283349663%	$ 835.25		$ 642.50		$ 449.75	
	Greenacres		0.076424835657%	$ 14,902.84		$ 11,463.73		$ 8,024.61	
	Gulf Stream		0.010671151322%	$ 2,080.87		$ 1,600.67		$ 1,120.47	
	Haverhill		0.001084001589%	$ 211.38		$ 162.60		$ 113.82	
	Highland Beach		0.032510968934%	$ 6,339.64		$ 4,876.65		$ 3,413.65	
	Hypoluxo		0.005153092982%	$ 1,004.85		$ 772.96		$ 541.07	
	Juno Beach		0.016757538804%	$ 3,267.72		$ 2,513.63		$ 1,759.54	
	Jupiter Island		0.125466374888%	$ 24,465.94		$ 18,819.96		$ 13,173.97	
	Jupiter Inlet Colony		0.005276563849%	$ 1,028.93		$ 791.48		$ 554.04	
	Lake Clarke Shores		0.007560774903%	$ 1,474.35		$ 1,134.12		$ 793.88	
	Lake Park		0.029433275980%	$ 5,739.49		$ 4,414.99		$ 3,090.49	
	Lake Worth		0.117146617298%	$ 22,843.59		$ 17,571.99		$ 12,300.39	
	Lantana		0.024507151505%	$ 4,778.89		$ 3,676.07		$ 2,573.25	
	Loxahatchee Groves		0.002531152789%	$ 493.57		$ 379.67		$ 265.77	
	Manalapan		0.021632822333%	$ 4,218.40		$ 3,244.92		$ 2,271.45	
	Mangonia Park		0.010696571795%	$ 2,085.83		$ 1,604.49		$ 1,123.14	
	North Palm Beach		0.044349646256%	$ 8,648.18		$ 6,652.45		$ 4,656.71	
	Ocean Ridge		0.012786497807%	$ 2,493.37		$ 1,917.97		$ 1,342.58	
	Pahokee		0.004018250447%	$ 783.56		$ 602.74		$ 421.92	
	Palm Beach		0.185476848123%	$ 36,167.99		$ 27,821.53		$ 19,475.07	
	Palm Beach Gardens		0.233675880257%	$ 45,566.80		$ 35,051.38		$ 24,535.97	
	Palm Beach Shores		0.014135598612%	$ 2,756.44		$ 2,120.34		$ 1,484.24	
	Palm Springs		0.038021764282%	$ 7,414.24		$ 5,703.26		$ 3,992.29	
	Riviera Beach		0.163617057282%	$ 31,905.33		$ 24,542.56		$ 17,179.79	
	Royal Palm Beach		0.049295743959%	$ 9,612.67		$ 7,394.36		$ 5,176.05	
	South Bay		0.001830274040%	$ 356.90		$ 274.54		$ 192.18	
	South Palm Beach		0.005866681967%	$ 1,144.00		$ 880.00		$ 616.00	
	Tequesta		0.031893614595%	$ 6,219.25		$ 4,784.04		$ 3,348.83	
	Wellington		0.050183644758%	$ 9,785.81		$ 7,527.55		$ 5,269.28	
	West Palm Beach		0.549265602541%	$ 107,106.79		$ 82,389.84		$ 57,672.89	
Pasco		4.692087260494%			$ 2,134,899.70		$ 1,642,230.54		$ 1,149,561.38
	Pasco County		4.319205239813%	$ 842,245.02		$ 647,880.79		$ 453,516.55	
	Dade City		0.055819726723%	$ 10,884.85		$ 8,372.96		$ 5,861.07	
	New Port Richey		0.149879107494%	$ 29,226.43		$ 22,481.87		$ 15,737.31	
	Port Richey		0.049529975458%	$ 9,658.35		$ 7,429.50		$ 5,200.65	
	San Antonio		0.002189792155%	$ 427.01		$ 328.47		$ 229.93	
	St. Leo		0.002790804761%	$ 544.21		$ 418.62		$ 293.03	
	Zephyrhills		0.112672614089%	$ 21,971.16		$ 16,900.89		$ 11,830.62	
Pinellas		7.934889816777%			$ 3,610,374.87		$ 2,777,211.44		$ 1,944,048.01
	Pinellas County		4.546593184553%	$ 886,585.67		$ 681,988.98		$ 477,392.28	
	Belleair		0.018095745121%	$ 3,528.67		$ 2,714.36		$ 1,900.05	
	Belleair Beach		0.004261560686%	$ 831.00		$ 639.23		$ 447.46	
	Belleair Bluffs		0.007502670965%	$ 1,463.02		$ 1,125.40		$ 787.78	
	Belleair Shore		0.000439411029%	$ 85.69		$ 65.91		$ 46.14	
	Clearwater		0.633863120196%	$ 123,603.31		$ 95,079.47		$ 66,555.63	
	Dunedin		0.102440873796%	$ 19,975.97		$ 15,366.13		$ 10,756.29	
	Gulfport		0.047893986460%	$ 9,339.33		$ 7,184.10		$ 5,028.87	
	Indian Rocks Beach		0.008953453662%	$ 1,745.92		$ 1,343.02		$ 940.11	
	Indian Shores		0.011323004874%	$ 2,207.99		$ 1,698.45		$ 1,188.92	
	Kenneth City		0.017454786058%	$ 3,403.68		$ 2,618.22		$ 1,832.75	
	Largo		0.374192990777%	$ 72,967.63		$ 56,128.95		$ 39,290.26	
	Madeira Beach		0.022616957779%	$ 4,410.31		$ 3,392.54		$ 2,374.78	
	North Reddington Beach		0.003820333909%	$ 744.97		$ 573.05		$ 401.14	
	Oldsmar		0.039421706033%	$ 7,687.23		$ 5,913.26		$ 4,139.28	
	Pinellas Park		0.251666311991%	$ 49,074.93		$ 37,749.95		$ 26,424.96	
	Redington Beach		0.003611522882%	$ 704.25		$ 541.73		$ 379.21	
	Redington Shores		0.006451352841%	$ 1,258.01		$ 967.70		$ 677.39	
	Safety Harbor		0.038061710740%	$ 7,422.03		$ 5,709.26		$ 3,996.48	
	Seminole		0.095248695748%	$ 18,573.50		$ 14,287.30		$ 10,001.11	
	South Pasadena		0.029968921656%	$ 5,843.94		$ 4,495.34		$ 3,146.74	
	St. Pete Beach		0.071791046619%	$ 13,999.25		$ 10,768.66		$ 7,538.06	
	St. Petersburg		1.456593090134%	$ 284,035.65		$ 218,488.96		$ 152,942.27	
	Tarpon Springs		0.101970595050%	$ 19,884.27		$ 15,295.59		$ 10,706.91	
	Treasure Island		0.040652783215%	$ 7,927.29		$ 6,097.92		$ 4,268.54	
Polk		2.150483025298%			$ 978,469.78		$ 752,669.06		$ 526,868.34
	Polk County		1.558049828484%	$ 303,819.72		$ 233,707.47		$ 163,595.23	
	Auburndale		0.028636162584%	$ 5,584.05		$ 4,295.42		$ 3,006.80	
	Bartow		0.043971970660%	$ 8,574.53		$ 6,595.80		$ 4,617.06	
	Davenport		0.005305615818%	$ 1,034.60		$ 795.84		$ 557.09	
	Dundee		0.005597951255%	$ 1,091.60		$ 839.69		$ 587.78	
	Eagle Lake		0.002580177987%	$ 503.13		$ 387.03		$ 270.92	
	Fort Meade		0.007702403251%	$ 1,501.97		$ 1,155.36		$ 808.75	

	Frostproof		0.005857603227%	$ 1,142.23		$ 878.64		$ 615.05	
	Haines City		0.047984773863%	$ 9,357.03		$ 7,197.72		$ 5,038.40	
	Highland Park		0.000063551182%	$ 12.39		$ 9.53		$ 6.67	
	Hillcrest Heights		0.000005447244%	$ 1.06		$ 0.82		$ 0.57	
	Lake Alfred		0.007489960729%	$ 1,460.54		$ 1,123.49		$ 786.45	
	Lake Hamilton		0.002540231530%	$ 495.35		$ 381.03		$ 266.72	
	Lakeland		0.294875668468%	$ 57,500.76		$ 44,231.35		$ 30,961.95	
	Lake Wales		0.036293172134%	$ 7,077.17		$ 5,443.98		$ 3,810.78	
	Mulberry		0.005414560702%	$ 1,055.84		$ 812.18		$ 568.53	
	Polk City		0.001080370093%	$ 210.67		$ 162.06		$ 113.44	
	Winter Haven		0.097033576087%	$ 18,921.55		$ 14,555.04		$ 10,188.53	
Putnam		0.384893194068%			$ 175,126.40		$ 134,712.62		$ 94,298.83
	Putnam County		0.329225990182%	$ 64,199.07		$ 49,383.90		$ 34,568.73	
	Crescent City		0.005561636294%	$ 1,084.52		$ 834.25		$ 583.97	
	Interlachen		0.001877483489%	$ 366.11		$ 281.62		$ 197.14	
	Palatka		0.046955244716%	$ 9,156.27		$ 7,043.29		$ 4,930.30	
	Pomona Park		0.000379491344%	$ 74.00		$ 56.92		$ 39.85	
	Welaka		0.000893348043%	$ 174.20		$ 134.00		$ 93.80	
Santa Rosa		0.701267319513%			$ 319,076.63		$ 245,443.56		$ 171,810.49
	Santa Rosa County		0.592523984216%	$ 115,542.18		$ 88,878.60		$ 62,215.02	
	Gulf Breeze		0.061951507906%	$ 12,080.54		$ 9,292.73		$ 6,504.91	
	Jay		0.000159785829%	$ 31.16		$ 23.97		$ 16.78	
	Milton		0.046632041562%	$ 9,093.25		$ 6,994.81		$ 4,896.36	
Sarasota		2.805043857579%			$ 1,276,294.96		$ 981,765.35		$ 687,235.75
	Sarasota County		1.924315263251%	$ 375,241.48		$ 288,647.29		$ 202,053.10	
	Longboat Key		0.044489458856%	$ 8,675.44		$ 6,673.42		$ 4,671.39	
	North Port		0.209611771277%	$ 40,874.30		$ 31,441.77		$ 22,009.24	
	Sarasota		0.484279979635%	$ 94,434.60		$ 72,642.00		$ 50,849.40	
	Venice		0.142347384560%	$ 27,757.74		$ 21,352.11		$ 14,946.48	
Seminole		2.141148264544%			$ 974,222.46		$ 749,401.89		$ 524,581.32
	Seminole County		1.508694164839%	$ 294,195.36		$ 226,304.12		$ 158,412.89	
	Altamonte Springs		0.081305566430%	$ 15,854.59		$ 12,195.83		$ 8,537.08	
	Casselberry		0.080034542791%	$ 15,606.74		$ 12,005.18		$ 8,403.63	
	Lake Mary		0.079767627827%	$ 15,554.69		$ 11,965.14		$ 8,375.60	
	Longwood		0.061710013415%	$ 12,033.45		$ 9,256.50		$ 6,479.55	
	Oviedo		0.103130858057%	$ 20,110.52		$ 15,469.63		$ 10,828.74	
	Sanford		0.164243490362%	$ 32,027.48		$ 24,636.52		$ 17,245.57	
	Winter Springs		0.062262000824%	$ 12,141.09		$ 9,339.30		$ 6,537.51	
St. Johns		0.710333349554%			$ 323,201.67		$ 248,616.67		$ 174,031.67
	St. Johns County		0.656334818131%	$ 127,985.29		$ 98,450.22		$ 68,915.16	
	Hastings		0.000010894488%	$ 2.12		$ 1.63		$ 1.14	
	Marineland		0.000000000000%	$ -		$ -		$ -	
	St. Augustine		0.046510386442%	$ 9,069.53		$ 6,976.56		$ 4,883.59	
	St. Augustine Beach		0.007477250493%	$ 1,458.06		$ 1,121.59		$ 785.11	
St. Lucie		1.506627843552%			$ 685,515.67		$ 527,319.75		$ 369,123.82
	St. Lucie County		0.956156584302%	$ 186,450.53		$ 143,423.49		$ 100,396.44	
	Fort Pierce		0.159535255654%	$ 31,109.37		$ 23,930.29		$ 16,751.20	
	Port St. Lucie		0.390803453989%	$ 76,206.67		$ 58,620.52		$ 41,034.36	
	St. Lucie Village		0.000132549608%	$ 25.85		$ 19.88		$ 13.92	
Sumter		0.326398870459%			$ 148,511.49		$ 114,239.60		$ 79,967.72
	Sumter County		0.302273026046%	$ 58,943.24		$ 45,340.95		$ 31,738.67	
	Bushnell		0.006607507174%	$ 1,288.46		$ 991.13		$ 693.79	
	Center Hill		0.001312785844%	$ 255.99		$ 196.92		$ 137.84	
	Coleman		0.000748088199%	$ 145.88		$ 112.21		$ 78.55	
	Webster		0.001423546476%	$ 277.59		$ 213.53		$ 149.47	
	Wildwood		0.014033916721%	$ 2,736.61		$ 2,105.09		$ 1,473.56	
Suwannee		0.191014879692%			$ 86,911.77		$ 66,855.21		$ 46,798.65
	Suwannee County		0.161027800555%	$ 31,400.42		$ 24,154.17		$ 16,907.92	
	Branford		0.000929663004%	$ 181.28		$ 139.45		$ 97.61	
	Live Oak		0.029057416132%	$ 5,666.20		$ 4,358.61		$ 3,051.03	
Taylor		0.092181897282%			$ 41,942.76		$ 32,263.66		$ 22,584.56
	Taylor County		0.069969851319%	$ 13,644.12		$ 10,495.48		$ 7,346.83	
	Perry		0.022212045963%	$ 4,331.35		$ 3,331.81		$ 2,332.26	
Union		0.065156303224%			$ 29,646.12		$ 22,804.71		$ 15,963.29
	Union County		0.063629259109%	$ 12,407.71		$ 9,544.39		$ 6,681.07	
	Lake Butler		0.001398126003%	$ 272.63		$ 209.72		$ 146.80	
	Raiford		0.000012710236%	$ 2.48		$ 1.91		$ 1.33	
	Worthington Springs		0.000116207876%	$ 22.66		$ 17.43		$ 12.20	
Volusia		3.130329674480%			$ 1,424,300.00		$ 1,095,615.39		$ 766,930.77
	Volusia County		1.708575342287%	$ 333,172.19		$ 256,286.30		$ 179,400.41	
	Daytona Beach		0.447556475212%	$ 87,273.51		$ 67,133.47		$ 46,993.43	
	Daytona Beach Shores		0.039743093439%	$ 7,749.90		$ 5,961.46		$ 4,173.02	
	DeBary		0.035283616215%	$ 6,880.31		$ 5,292.54		$ 3,704.78	
	DeLand		0.098983689498%	$ 19,301.82		$ 14,847.55		$ 10,393.29	
	Deltona		0.199329190038%	$ 38,869.19		$ 29,899.38		$ 20,929.56	
	Edgewater		0.058042202343%	$ 11,318.23		$ 8,706.33		$ 6,094.43	
	Flagler Beach		0.000223337011%	$ 43.55		$ 33.50		$ 23.45	

	Holly Hill		0.031615805143%	$ 6,165.08		$ 4,742.37		$ 3,319.66	
	Lake Helen		0.004918861482%	$ 959.18		$ 737.83		$ 516.48	
	New Smyrna Beach		0.104065968306%	$ 20,292.86		$ 15,609.90		$ 10,926.93	
	Oak Hill		0.004820811087%	$ 940.06		$ 723.12		$ 506.19	
	Orange City		0.033562287058%	$ 6,544.65		$ 5,034.34		$ 3,524.04	
	Ormond Beach		0.114644516477%	$ 22,355.68		$ 17,196.68		$ 12,037.67	
	Pierson		0.002333236251%	$ 454.98		$ 349.99		$ 244.99	
	Ponce Inlet		0.023813535748%	$ 4,643.64		$ 3,572.03		$ 2,500.42	
	Port Orange		0.177596501562%	$ 34,631.32		$ 26,639.48		$ 18,647.63	
	South Daytona		0.045221205323%	$ 8,818.14		$ 6,783.18		$ 4,748.23	
Wakulla		0.115129321208%			$ 52,383.84		$ 40,295.26		$ 28,206.68
	Wakulla County		0.114953193647%	$ 22,415.87		$ 17,242.98		$ 12,070.09	
	Sopchoppy		0.000107129135%	$ 20.89		$ 16.07		$ 11.25	
	St. Marks		0.000068998426%	$ 13.45		$ 10.35		$ 7.24	
Walton		0.2685582161 51%			$ 122,193.99		$ 93,995.38		$ 65,796.76
	Walton County		0.224268489581%	$ 43,732.36		$ 33,640.27		$ 23,548.19	
	DeFuniak Springs		0.017057137234%	$ 3,326.14		$ 2,558.57		$ 1,791.00	
	Freeport		0.003290135477%	$ 641.58		$ 493.52		$ 345.46	
	Paxton		0.023942453860%	$ 4,668.78		$ 3,591.37		$ 2,513.96	
Washington		0.120124444109%			$ 54,656.62		$ 42,043.56		$ 29,430.49
	Washington County		0.104908475404%	$ 20,457.15		$ 15,736.27		$ 11,015.39	
	Caryville		0.001401757499%	$ 273.34		$ 210.26		$ 147.18	
	Chipley		0.012550450560%	$ 2,447.34		$ 1,882.57		$ 1,317.80	
	Ebro		0.000221521263%	$ 43.20		$ 33.23		$ 23.26	
	Vernon		0.000361333863%	$ 70.46		$ 54.20		$ 37.94	
	Wausau		0.000680905521%	$ 132.78		$ 102.14		$ 71.50	
		100.00%	100.00%	$ 19,500,000.00	$ 45,500,000.00	$ 15,000,000.00	$ 35,000,000.00	$ 10,500,000.00	$ 24,500,000.00

PURDUE PHARMA L.P.

ABATEMENT PLAN TERM SHEET

SUMMARY OF TERMS AND CONDITIONS

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT[1]

Issue	Description
1. APPLICABILITY OF AGREEMENT	These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the "**Chapter 11 Plan**") in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, "**Purdue**") pending in the U.S. Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") between the states, territories and the District of Columbia (each a "**State**") on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act ("**DDLA Claims**") under State law (collectively, the "**Local Governments**"), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a "**Tribe**") on the other.
2. PURPOSE	Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein.[2]

[1] As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

[2] *See, e.g.*, Hrg. Tr at 149:22-150:5 (Oct. 11, 2019)(' "I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it's more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important."); *id.* At 175:24-176:6 ("I also think, and again, I didn't say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily."); Hr'g Tr. At 165:3-165:14 (Nov. 19, 2019) ("I continue to believe that the states play a major role in [the allocation] process. The role I'm envisioning for them is not one where they say we get everything.

Issue	Description
	This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the "**Abatement Funds**") to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (**Abatement Funds** net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as "**Public Funds**"). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%)of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in **Schedule B** (the "**Approved Opioid Abatement Uses**"); (ii) priority shall be given to the core abatement strategies ("**Core Strategies**") as identified on **Schedule A**; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of **Public Funds** for implementing those programs and in connection with the Government Participation Mechanism[3] (**"Allowed Administrative Expenses**," and together with the **Approved Opioid Abatement Uses**, "**Approved Uses**").[4] Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute **Approved Opioid Abatement Uses** may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds.
3. GENERAL NOTES	The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this

I think that should be clear and I think it is clear to them. But, rather, where they act – in the best principles of federalism, for their state, the coordinator for the victims in their state."); Hr'g Tr. at 75:19-76:1 (Jan. 24, 2020) ("Even if there ultimately is an allocation here – and there's not a deal now, obviously, at this point on a plan. But if there is an allocation that leaves a substantial amount of the Debtors' value to the states and territories, one of the primary benefits of a bankruptcy case is that the plan can lock in, perhaps only in general ways, but perhaps more in specific ways, how the states use that money . . . .").

[3] Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

[4] Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue's chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.

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Issue	Description
	approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims. a. Resolution of States' and Local Governments' claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized. b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages. c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately. d. All **Public Funds** distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such **Approved Uses**. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan.
4. DISBURSEMENT OF FUNDS	**Disbursement of Abatement Funds** The Bankruptcy Court shall appoint [a third-party administrator ("**Administrator**")] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions. [Points to be addressed regarding disbursements:

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Issue	Description
	• Trigger and timing for disbursements. • Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients. • Possible creation of template document for Abatement Funds distribution requests. • If trust mechanism is employed, trust location and governing law.]
5. ATTORNEYS' FEES AND COSTS FUND	A separate fund will be established for attorneys' fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered.
6. TRIBAL ABATEMENT FUNDING	a. [X%] of the **Abatement Funds** will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments. b. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan. c. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see **Schedule B**) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.[5] The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as **Schedule [ ]**. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native

[5] [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]

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Issue	Description
	people and that may play an important role in both individual and public health efforts and responses in Native communities.
7. DIVISION OF PUBLIC FUNDS	**Public Funds** are allocated among the States, the District of Columbia and Territories in the percentages set forth on **Schedule C**. Except as set forth below in section 7(C) for the District of Columbia and Territories, each State's Schedule C share shall then be allocated within the State in accordance with the following: 1. **Statewide Agreement**. Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan][6] (the "**Agreement Date**") to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a "**Statewide Abatement Agreement**" or "**SAA**"). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement. A **Statewide Abatement Agreement** shall be agreed when it has been approved by the State and either (a) representatives[7] of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State's counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State's incorporated cities or towns), by number.[8]

[6] Should there be provision for extension of the date for filing Statewide Abatement Agreement?
[7] An authorized "representative" of local, or even State, government can differ in this Term Sheet depending on the context.
[8] All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

Issue	Description
	Population Percentages shall be determined as follows: For States with counties or parishes that function as Local Governments,[9] the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish,[10] divided by (b) 200% of the State's population. A "**Primary Incorporated Municipality**" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population. The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. 2. **Default Allocation Mechanism (excluding Territories and DC addressed below).** The **Public Funds** allocable to a State that is not party to a **Statewide Abatement Agreement** as defined in 7(1) above (each a "**Non-SAA State**") shall be allocated as between the State and its Local Governments to be

[9] The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.
[10] Discuss how to deal with cities and towns that straddle counties.

Issue	Description
	used only for **Approved Uses**, in accordance with this Section (B) (the "**Default Allocation Mechanism**"). a. **Regions.** Except as provided in the final sentence of this paragraph, each **Non-SAA State** shall be divided into "**Regions**" as follows: (a) each **Qualifying Block Grantee** (as defined below) shall constitute a **Region**; and (b) the balance of the State shall be divided into **Regions** (such **Regions** to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-**Qualifying Block Grantee Regions** are referred to herein as "**Standard Regions")**. The **Non-SAA States** which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish **Regions**;[11] such a State that does not establish **Regions** but which does contain one or more **Qualifying Block Grantees** shall be deemed to consist of one **Region** for each **Qualifying Block Grantee** and one **Standard Region** for the balance of the State. b. **Regional Apportionment**. **Public Funds** shall be allocated to each **Non-SAA State, as defined in 7(1) above,** as (a) a **Regional Apportionment** or (b) a **Non-Regional Apportionment** based on the amount of Public Funds dispersed under a confirmed Chapter 11 Plan as follows: i. **First $1 billion** – 70% Regional Apportionment/30% Non-Regional Apportionment ii. **$1-$2.5 billion –** 64% Regional Apportionment /36% Non-Regional Apportionment iii. **$2.5-$3.5 billion** – 60% Regional Apportionment /40% Non-Regional Apportionment iv. **Above $3.5 billion** – 50% Regional Apportionment /50% Non-Regional Apportionment

[11] To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai'i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].

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Issue	Description
	c. **Qualifying Block Grantee**. A "**Qualifying Local Government**" means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (*e.g.*, health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.[12] A **Qualifying Local Government** that elects to receive **Public Funds** through Local Government Block Grants is referred to herein as a **Qualifying Block Grantee**.[13] d. **Proportionate Shares of Regional Apportionment**. As used herein, the "**Proportionate Share**" of each **Region** in each **Non-SAA State** shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such **Region** under the allocation model employed in connection with the Purdue Bankruptcy (the "**Allocation Model**"),[14] divided by the aggregate shares for all counties or parishes in the State under the **Allocation Model**; and (b) for all other States, the aggregate shares of the cities and towns in that **Region** under the **Allocation Model's** intra-county allocation formula, divided by the aggregate shares for all cities and towns[15] in the State under the **Allocation Model**. e. **Expenditure or Disbursement of Regional Apportionment**. Subject to 7(2)(i) below regarding **Allowed Administrative Expenses**, all **Regional Apportionments** shall be disbursed or expended in the form of **Local Government Block Grants** or otherwise for **Approved Opioids Abatement Uses** in the **Standard Regions** of each **Non-SAA State**.

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[12] As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

[13] [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

[14] Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

[15] Should this be all cities and towns or only primary incorporated municipalities?

Issue	Description
	f. **Qualifying Block Grantees.** Each **Qualifying Block Grantee** shall receive its **Regional Apportionment** as a block grant (a "**Local Government Block Grant**"). **Local Government Block Grants** shall be used only for **Approved Opioid Abatement Uses** by the **Qualifying Block Grantee** or for grants to organizations within its jurisdiction for **Approved Opioid Abatement Uses** and for **Allowed Administrative Expenses** in accordance with 7(2)(i) below. Where a municipality located wholly within a **Qualifying Block Grantee** would independently qualify as a block grant recipient ("**Independently Qualifying Municipality**"), the **Qualifying Block Grantee** and **Independently Qualifying Municipality** must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the **Independently Qualifying Municipality** and the **Qualifying Block Grantee** cannot reach such an agreement on or before the **Agreement Date [or some later specified date]**, the **Qualifying Block Grantee** will receive the **Local Government Block Grant** for its full **Proportionate Share** and commit programming expenditures to the benefit of the **Independently Qualifying Municipality** in general proportion to **Proportionate Shares** (determined as provided in 7(2)(d) above) of the municipalities within the **Qualifying Block Grantee**. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program. g. **Standard Regions.** The portions of each **Regional Apportionment** not disbursed in the form of **Local Government Block Grants** shall be expended throughout the **Standard Regions** of each **Non-SAA State** in accordance with 95%-105% of the respective **Proportionate Shares** of such **Standard Regions**. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the **Government Participation Mechanism** described in Section 8 below. This regional spending requirement may be met by delivering **Approved Opioid Abatement Use** services or programs to a **Standard Region** or its residents. Delivery of such services or programs can be

Issue	Description
	accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following: i. State agencies, including local offices; ii. Local governments, including local government health departments; iii. State public hospital or health systems; iv. Health care delivery districts; v. Contracting with abatement service providers, including nonprofit and commercial entities; or vi. Awarding grants to local programs. h. **Expenditure or Disbursement of Public Funds Other Than Regional Apportionment**. All **Public Funds** allocable to a **Non-SAA State** that are not included in the State's **Regional Apportionment** shall be expended only on **Approved Uses**. The expenditure of such funds shall be at the direction of the State's lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described in herein. **Qualifying Block Grantees** will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other **Regions.** i. **Allowed Administrative Expenses**. **Qualifying Block Grantees** States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund **Local Government Block Grants,** for **Allowed Administrative Expenses**. **Qualifying Block Grantees** may use up to 5% of their **Local Government Block Grants** to fund their **Allowed Administrative Expenses.** 3. **Records.** The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.[16] **Qualifying Block Grantees** shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State's required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds.

[16] Additional records and reporting requirements?

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Issue	Description
	(C) Allocation for Territories and the District of Columbia Only The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory's or District of Columbia's executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date].[17]
8. GOVERNMENT PARTICIPATION MECHANISM	In each **Non-SAA State**, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the "**Government Participation Mechanism**" or "**GPM**") in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed. Government Participation Mechanisms shall conform to the following: (A) ***Composition***. For each State, a. the State, on the one hand, and State's Local Governments, on the other hand, shall have equal representation on a GPM; b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State's Qualifying Block Grantees; c. the GPM will be chaired by a non-voting Chairperson appointed by the State; d. Groups formed by the States' executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State's Local Governments.[18] Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related

[17] Territory and DC provisions to be discussed
[18] Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.

Issue	Description
	topics as is necessary to assure the effective functioning of the GPM. (B) ***Consensus***. Members of the GPMs should attempt to reach consensus with respect to **GPM Recommendations** and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. **GPM Recommendations** and other action shall note the existence and summarize the substance of objections where requested by the objector(s). (C) ***Proceedings***. Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State's open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws. (D) ***Consultation and Discretion***. The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.[19] (E) ***Recommendations***. A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (**"GPM Recommendations**"). In carrying out its obligations to provide **GPM Recommendations,** a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State's opioid epidemic, which recommendations may be Statewide or specific to **Regions**; recommend Statewide or **Regional** funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for

[19] Address form of consultation with non-GPM members, public hearings, etc.

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Issue	Description
	Approved Opioid Abatement Uses; monitor the level of **Allowed Administrative Expenses** expended from **Public Funds**. The goal is for a process that produces **GPM Recommendations** that are recognized as being an efficient, evidence-based approach to abatement that addresses the State's greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the **Public Funds**. To the extent a State chooses not to follow a **GPM Recommendation**, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond. (F) ***Review***. Local Governments and States may object to an allocation or expenditure of **Public Funds (**whether a **Regional Apportionment** or **Non-Regional** Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of **Regional Apportionments** and **Non-Regional** Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of **Local Government Block Grants** or **Regional Apportionment** expenditures; (iii) is not for an **Approved Use,** or (iv) violates the limitations set forth herein with respect to **Allowed Administrative Fees**. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State ("**State Court**") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an "**Objection**"). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.
8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY	At least annually, each State shall publish on the lead State Agency's website or on its Attorney General's website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the

Issue	Description
	amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees. At least annually, each **Qualifying Block Grantee** which has elected to take a Local Government Block Grant shall publish on its lead Agency's or Local Government's website a report detailing for the preceding time period, respectively (i) the amount of **Local Government Block Grants** received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations. As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that **Public Funds** are only being used for **Approved Uses**, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such **Public Funds** with respect to opioids abatement can be publicly monitored and evaluated. The expenditure and disbursement of **Public Funds** shall be subject to audit by States as follows: [details of audit scope, process, output, etc.] (a) A court with jurisdiction within the applicable State ("**State Court**") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction.

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Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].

A. Naloxone/Narcan

1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
2. Increase distribution to non-Medicaid eligible or uninsured individuals.

B. Medication Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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Schedule B
Approved Uses[20]

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
    a. Medication-Assisted Treatment (MAT);
    b. Abstinence-based treatment;
    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

[20] [NTD: Discuss expanded list of Approved Uses to be included. Discuss "self-executing" function based on additional information received from NCSG.]

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OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>

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Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

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13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

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11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
    c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

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2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

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5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
    a. Increase the number of prescribers using PDMPs;
    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
    b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

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7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

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8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment

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intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

b. Research non-opioid treatment of chronic pain.

c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

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e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

g. Research on expanded modalities such as prescription methadone that can expand access to MAT.

h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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Schedule C
State Allocation Percentages

[TO BE INSERTED]

63779069 v1

RESOLUTION NO. 29-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR INSTALLATION OF BACKFLOW PREVENTERS AT FOUR (4) CITY OWNED LOCATIONS WITH ORSENIGO REPAIR & MAINTENANCE, INC.; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of South Bay ("City") has been notified by Palm Beach County Water Utilities Department Environmental Health and Safety Division regarding the enforcement of backflow preventers to distribute the sanitary water from the main supply pipes to the water lines underground; and

WHEREAS, it has been recommended by Palm Beach County Water Utilities Department to install six (6) backflow preventers at various City locations; and

WHEREAS, the City Manager is recommending the authority to install backflow devices at the four (4) operating City locations in an effort to be in compliance with Palm Beach County Water Utilities Department; and

WHEREAS, the backflow devices are intended to protect potable water supplies from contamination or pollution; and

WHEREAS, the City Manager has determined that the remaining two (2) backflow preventers recommended by the County are not needed due to the fact that such locations are no longer operable; and

WHEREAS, the City has received two (2) quotes to install backflow preventers and is willing to accept the general terms of the proposal, as specifically attached hereto as Exhibit "A" from Orsenigo Repair & Maintenance, Inc.; and

WHEREAS, the City Commission for the City of South Bay finds that authorizing the City Manager to execute an agreement for the installation of backflow devices at the four (4) City locations is in the best interest of the City's residents.

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 an Agreement with Orsenigo Repair & Maintenance, Inc. for the installation of backflow devices at the four (4) City locations on an emergency basis, consistent with Exhibit "A", and 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 20th day of July 2021.

_____
Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2021, between:

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

and

ORSENIGO REPAIR & MAINTENANCE, 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 an independent contractor to install backflow preventers at four (4) City owned locations.

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 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.

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 minim 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 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.

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: Mark Orsenigo, President
Orsenigo Repair & Maintenance, Inc.
1451 Wedgworth Road
Belle Glade, FL. 33430

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.

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:

_____ BY: _____

Natalie Malone, City Clerk Leondrae D. Camel, City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, P.A.
City Attorney

CONTRACTOR

WITNESSES:

_____ BY:_____
Mark Orsenigo, President
Orsenigo Repair & Maintenance, 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 _____, 2021.

_____
NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A" (STATEMENT OF WORK)

Edgar Kerr

From: Edgar Kerr
Sent: Thursday, May 27, 2021 3:53 PM
To: sandpointplumbing@gmail.com
Subject: FW: City of South Bay Active Accounts_No Backflow

Disregard the treatment plant backflows.

This project will be funded in 2021/22 fiscal year

From: Edgar Kerr
Sent: Thursday, May 27, 2021 3:38 PM
To: sandpointplumbing@gmail.com
Subject: FW: City of South Bay Active Accounts_No Backflow

From: Leondrae Camel <Camell@SouthBaycity.com>
Sent: Thursday, May 6, 2021 9:47 AM
To: Edgar Kerr <kerre@SouthBaycity.com>
Subject: FW: City of South Bay Active Accounts_No Backflow

No Response!

See information below.

From: Surina Woodson <SWoodson@pbcwater.com>
Date: Monday, May 3, 2021 at 2:56 PM
To: Leondrae Camel <Camell@SouthBaycity.com>
Cc: Claudia Cano <canoc@SouthBaycity.com>
Subject: City of South Bay Active Accounts_No Backflow

Good morning, Mr. Camel

Below is a listing of City of South Bay Active Accounts without a backflow present at the location.
October 31, 2021 is quickly approaching, please insure installation of a backflow device at the locations.

ACCOUNT #	METER SIZE	CUSTOMER NAME	SERVICE ADDRES
1000596139	1	TANNER PARK	105 PALM BEACH RD, SOUTH BAY 33493
1000596622	5/8 x 3/4	COX PARK	125 NW 8TH AVE, SOUTH BAY 33493
1000606944	5/8 x 3/4	CITY OF SOUTH BAY	200 LEVEE RD, SOUTH BAY 33430
1000596215	5/8 x 3/4	CITY SOUTH BAY WASTEWATER	1375 NW 1ST AVE, SOUTH BAY 33493-1002
1000596216	5/8 x 3/4	CITY WASTEWATER PLANT GARAGE	1375 NW 1ST AVE, SOUTH BAY 33493-1002
1000596150	2	CITY OF SOUTH BAY CITY HALL	335 SW 2ND AVE, SOUTH BAY 33493-2225

As always, Thank you in advance for your assistance in this matter,
Surina Woodson, Regulatory Compliance Technician II
Environmental Health and Safety

ORSENIGO REPAIR & MAINTENANCE, INC.

1451 WEDGWORTH ROAD

BELLE GLADE, FL. 33430

May 24, 2021

City of South Bay

335 SW 2nd Ave

South Bay, Fl. 33493

Attn: Ed Kerr

Re: Backflow Estimates

Dear Ed,

Please check items furnished in estimate to install backflow preventers:

1. Wilkins 975 XL lead free backflow preventers
2. Uni strut support
3. Testing/certification
4. All paperwork with Palm Beach County water utilities
5. Sch 80 pvc pipe/fittings as needed
6. Labor, materials and equipment

Locations:

1. Cox Park-3/4" $1100.00
2. Tanner Park-1" $1185.00
3. City Hall-2" copper pipe & fittings $1900.00
4. City Garage-3/4" $1100.00

QUOTE GOOD FOR (30) DAYS

Total – $5,285.00

Not in Estimate:

1. Permit
2. Permit fees
3. Sod, fill or landscaping
4. Estimate subject to change due to unknown conditions

Thank You

Mark W. Orsenigo

CFC0-35705

Pams Plumbing
P.O. Box 1059
Clewiston, FL 33440

Phone: (863) 983-7881
pamsplumbing@embarqmail.com

License No.: CFC1428366

Bill to
CITY OF SOUTHBAY
335 S W 2ND
SOUTHBAY FL 33493

Ship to
CITY OF SOUTHBAY
335 S W 2ND
SOUTHBAY FL 33493

Quote Q1210

If paid with credit card a 4% credit card/debit card fee will be added to total.
If Balance Due is not paid by Terms of Agreed and legal representation is needed you will be responsible all legal costs incurred.

Item	Description	Quantity	Price	Amount
JOBSITE ADDRESS AND DESCRIPTION	AT CITY HALL WE WILL INSTALL A 2" WILKINS 975 XL BACK FLOW ASSEMBLY AND TEST	1	$0.00	$0.00
WILKINS 975 XL 2" BACK FLOW	2" WILKINS 975 XL ASSEMBLY	1	$728.96	$728.96
2" COPPER 90	2" COPPER SWEET 90	4	$24.37	$97.48
2" COPPER MALE ADAPTER	2" CXM WROT COPPER MALE ADAPTER	4	$33.38	$133.52
2" COPPER PIPE	2" TYPE L COPPER PIPE PER FOOT	10	$16.68	$166.80
UNI STRUT AND CLAMPS	UNI STRUT AND CLAMPS	1	$44.00	$44.00
BACKFLOW TEST 01	REGULAR BACKFLOW TEST	1	$100.00	$100.00
LABOR 2	2 MEN	6	$125.00	$750.00
2" COPPER UNION	2" COPPER SWEET UNION	2	$106.94	$213.88

Accepted Quote MUST provide 50% payment. Please provide a PO# upon accepting this Quote, if applicable.

Subtotal:	$2,234.64
Tax:	$0.00
Total:	$2,234.64
Payments:	$0.00

Authorization

I hereby authorize Pam's Plumbing, Inc. to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

Acceptance

I accept the services performed by Pam's Plumbing, Inc. are to my satisfaction.

Total $1520.98

Pams Plumbing
P.O. Box 1059
Clewiston, FL 33440

Phone: (863) 983-7881
pamsplumbing@embarqmail.com

License No.: CFC1428366

Bill to
CITY OF SOUTHBAY
335 S W 2ND
SOUTHBAY FL 33493

Ship to
CITY OF SOUTHBAY
335 S W 2ND
SOUTHBAY FL 33493

Quote Q1213

If paid with credit card a 4% credit card/debit card fee will be added to total.
If Balance Due is not paid by Terms of Agreed and legal representation is needed you will be responsible all legal costs incurred. Prices are subject to change without notice.

Item	Description	Quantity	Price	Amount
JOBSITE ADDRESS AND DESCRIPTION	AT 200 LEVEE RD WE WILL INSTALL A NEW 1" WILKINS 975 BACK FLOW ASSEMBLY	1	$0.00	$0.00
1" WILKINS 975XL	COMPLETE ASSEMBLEY	1	$495.00	$495.00
1" COPPER 90		4	$6.17	$24.68
1" COPPER FEMALE		2	$12.00	$24.00
1" COPPER MALE ADAPTER	1" COPPER MALE ADAPTER	2	$10.05	$20.10
1" COPPER PIPE	1" COPPER TYPE L PIPE PRICE PER FOOT	10	$9.60	$96.00
UNI STRUT AND CLAMPS	UNI STRUT AND CLAMPS	1	$44.00	$44.00
BACKFLOW TEST 01	REGULAR BACKFLOW TEST	1	$100.00	$100.00
LABOR 2	2 MEN	5	$125.00	$625.00

Accepted Quote MUST provide 50% payment. Please provide a PO# upon accepting this Quote, if applicable.

Subtotal:	$1,428.78
Tax:	$0.00
Total:	$1,428.78
Payments:	$0.00

Authorization

I hereby authorize Pam's Plumbing, Inc. to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

Acceptance

I accept the services performed by Pam's Plumbing, Inc. are to my satisfaction.

Pams Plumbing
P.O. Box 1059
Clewiston, FL 33440

Phone: (863) 983-7881
pamsplumbing@embarqmail.com

License No.: CFC1428366

Bill to
CITY OF SOUTHBAY
335 S W 2ND
SOUTHBAY FL 33493

Ship to
CITY OF SOUTHBAY
335 S W 2ND
SOUTHBAY FL 33493

Quote Q1211

If paid with credit card a 4% credit card/debit card fee will be added to total.
If Balance Due is not paid by Terms of Agreed and legal representation is needed you will be responsible all legal costs incurred. Prices are subject to change without notice.

Item	Description	Quantity	Price	Amount
JOBSITE ADDRESS AND DESCRIPTION	AT TANNER PARK WE WILL INSTALL A 1" WILKINS 975XL BACK FLOW ASSEMBLY	1	$0.00	$0.00
1" WILKINS 975XL	COMPLETE ASSEMBLEY	1	$495.00	$495.00
1" COPPER 90		4	$6.17	$24.68
1" COPPER MALE ADAPTER	1" COPPER MALE ADAPTER	2	$10.05	$20.10
1" COPPER FEMALE		2	$12.00	$24.00
1" COPPER PIPE	1" COPPER TYPE L PIPE PRICE PER FOOT	10	$9.60	$96.00
BACKFLOW TEST 01	REGULAR BACKFLOW TEST	1	$100.00	$100.00
UNI STRUT AND CLAMPS	UNI STRUT AND CLAMPS	1	$44.00	$44.00
LABOR 2	2 MEN	5	$125.00	$625.00

Accepted Quote MUST provide 50% payment. Please provide a PO# upon accepting this Quote, if applicable.

Subtotal:	$1,428.78
Tax:	$0.00
Total:	$1,428.78
Payments:	$0.00

Authorization

I hereby authorize Pam's Plumbing, Inc. to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

Acceptance

I accept the services performed by Pam's Plumbing, Inc. are to my satisfaction.

Pams Plumbing
P.O. Box 1059
Clewiston, FL 33440

Phone: (863) 983-7881
pamsplumbing@embarqmail.com

License No.: CFC1428366

Bill to
CITY OF SOUTHBAY
335 S W 2ND
SOUTHBAY FL 33493

Ship to
CITY OF SOUTHBAY
335 S W 2ND
SOUTHBAY FL 33493

Quote Q1212

If paid with credit card a 4% credit card/debit card fee will be added to total.
If Balance Due is not paid by Terms of Agreed and legal representation is needed you will be responsible all legal costs incurred.

Item	Description	Quantity	Price	Amount
JOBSITE ADDRESS AND DESCRIPTION	AT COX PARK WE WILL INSTALL A NEW 1" WILKINS 975XL BACK FLOW ASSEMBLY	1	$0.00	$0.00
1" WILKINS 975XL	COMPLETE ASSEMBLEY	1	$495.00	$495.00
1" COPPER 90		4	$6.17	$24.68
1" COPPER FEMALE		2	$12.00	$24.00
1" COPPER MALE ADAPTER	1" COPPER MALE ADAPTER	2	$10.05	$20.10
1" COPPER PIPE	1" COPPER TYPE L PIPE PRICE PER FOOT	10	$9.60	$96.00
UNI STRUT AND CLAMPS	UNI STRUT AND CLAMPS	1	$44.00	$44.00
LABOR 2	2 MEN	5	$125.00	$625.00
BACKFLOW TEST 01	REGULAR BACKFLOW TEST	1	$100.00	$100.00

Accepted Quote MUST provide 50% payment. Please provide a PO# upon accepting this Quote, if applicable.

Subtotal:	$1,428.78
Tax:	$0.00
Total:	$1,428.78
Payments:	$0.00

Authorization

I hereby authorize Pam's Plumbing, Inc. to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

Acceptance

I accept the services performed by Pam's Plumbing, Inc. are to my satisfaction.

ORSENIGO REPAIR & MAINTENANCE, INC.

1451 WEDGWORTH ROAD

BELLE GLADE, FL. 33430

June 16, 2021

City of South Bay

335 SW 2nd Ave

South Bay, Fl. 33493

Attn: Ed Kerr

Dear Ed,

We received your email and will be ready to install backflow preventers as per quote after July 21, 2021.

Thank You

Mark W. Orsenigo

CFC0-35705

RESOLUTION NO. 30-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, RATIFYING THE CITY MANAGER'S AND THE MAYOR'S EXECUTION OF A CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Law Enforcement ("FDLE") received a Coronavirus Emergency Supplemental Funding ("CESF") award from the United States Department of Justice to be used for preparation, prevention and response to the coronavirus pandemic; and

WHEREAS, FDLE has awarded the City of South Bay ("City") a CESF award in the amount of Forty-Nine Thousand Six Hundred Forty-Six Dollars ($49,646.00); and

WHEREAS, the Mayor and City Manager have executed a CESF Acceptance of Federal Funding Assistance on June 28, 2021; and

WHEREAS, the City Commission desires to ratify the execution of the Coronavirus Emergency Supplemental Funding Acceptance of Federal Funding Assistance and finds that the acceptance of the CESF award is in the best interest of the residents of the City.

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

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

Section 2. Authorization of the Mayor and City Manager. The City Commission of the City of South Bay hereby ratifies the Mayor and City Manager's execution a Coronavirus Emergency Supplemental Funding Acceptance of Federal Funding Assistance from the Florida Department of Law Enforcement for the purpose of implementing proposed activities which involve preparation, prevention and response efforts related to the coronavirus pandemic. The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and **ADOPTED** this 20th day of July 2021.

_____
Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____
Seconded by: _____

VOTE:

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

Application for Funding Assistance

Florida Department of Law Enforcement
CESF Local Residual Funding

Section 1: Administration

Subgrant Recipient

Organization Name: City of South Bay
County: Palm Beach

Chief Official

Name: Joe Kyles
Title: Mayor
Address: 335 Southwest 2nd Avenue
City: South Bay
State: FL **Zip:** 33493-2225
Phone: 561-996-6751 **Ext:**
Fax:
Email: kylesj@southbaycity.com

Chief Financial Officer

Name: Massih Saadatmand
Title: Finance Director
Address: 335 SW 2nd Avenue
City: South Bay
State: FL **Zip:** 33493-2225
Phone: 561-996-6751 **Ext:** 111
Fax: 561-996-7950
Email: saadatmandm@southbaycity.com

Application for Funding Assistance

Florida Department of Law Enforcement
CESF Local Residual Funding

Section 1: Administration

Implementing Agency

Organization Name: City of South Bay
County: Palm Beach

Chief Official

Name: Joe Kyles
Title: Mayor
Address: 335 Southwest 2nd Avenue
City: South Bay
State: FL **Zip:** 33493-2225
Phone: 561-996-6751 **Ext:**
Fax:
Email: kylesj@southbaycity.com

Project Director

Name: Nepolen Collins
Title: Economic Development Manager
Address: 335 South West 2nd Avenue
City: South Bay
State: FL **Zip:** 33493-2225
Phone: 561-996-6751 **Ext:**
Fax:
Email: ncollins@southbaycity.com

Application for Funding Assistance

Florida Department of Law Enforcement
CESF Local Residual Funding

Section 2: Project Overview

General Project Information

Project Title: 2020 CERF PROGRAM
Subgrant Recipient: City of South Bay
Implementing Agency: City of South Bay
Project Start Date: 3/1/2021 **End Date:** 12/31/2021

Problem Identification

COVID-19: DISINFECTION OF PUBLIC SPACES IN A RURAL CITY

The COVID-19 pandemic is laying bare two unavoidable facts about our new reality: we are more interconnected than ever and cities are that frontlines of this crisis and will be at the front lines of any similarly globalized crisis in the future.

Public spaces (including streets, markets, shopping districts, community centers, parks, playground and neighborhood spaces in residential areas) play a vital role in the social life of communities.

The immediate focus for Palm Beach County is on stopping the spread of COVID-19, but the current social distancing threatens to disrupt what makes the County work: the human urge to congregate. As government reckons with this disruption and reassess priorities, and re-think of methods to address the current crisis globally the City government will continue striving to reassure our city dwellers that we will provide them their essentials to aid in the prevention of COVID-19.

Since the nationwide lockdown, South Bay has been adopting numerous approaches to disinfect the public spaces with our limited resources, which are considered risk prone areas for local spread of the virus.

We must consider the rural poor in our community who are being left behind. South Bay is willing to work better for everyone, as the fragility of today's economics has made clear. As the world adjusts to this new reality we are committed to helping our residents learn from one another quickly and provide solutions that create a resilient and thriving city for all.

Project Summary (Scope of Work)

The City of South Bay will use grant funds to purchase hand sanitizer dispenser stations with receptacles, face masks and PPE packs to prepare for, prevent and/or respond to the coronavirus.

Deliverable 1: Grant funds will be used to purchase hand sanitizer dispenser with receptacles to prevent the spread of the coronavirus. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records, and cancelled check or statements.

Deliverable 2: Grant funds will be used to purchase face masks and PPE Packs to prevent the spread of the coronavirus. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records, and cancelled check or statements.

"All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed."

Application for Funding Assistance

Florida Department of Law Enforcement
CESF Local Residual Funding

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: CESF - Coronavirus Emergency Supplemental Funding

State Purpose Area: 4S - Supplies (Expenses)

Objectives and Measures

Objective: Supplies Questions - Questions for all recipients purchasing supplies.

Measure: Supplies 01
Will the applicant expend funds on supplies?
Goal: Yes

Measure: Supplies 02
If yes, how much money is being allocated to supplies?
Goal: 49,646

Measure: Supplies 03
Will the applicant expend funds to purchase personal protective equipment (PPE)?

Goal: Yes

Measure: Supplies 04
If yes, how much money is allocated to the purchase of PPE?
Goal: 41,040

Application for Funding Assistance

Florida Department of Law Enforcement
CESF Local Residual Funding

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000429

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$49,646.00	$0.00	$49,646.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$49,646.00**	**$0.00**	**$49,646.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

Section 4: Financial (cont.)

Budget Narrative:

Expenses = $49,646

20 Hand sanitizer dispensers w/receptacles @ $428.85 each = $8,577

4,000 Face masks @ $3.77 each = $15,080

4,000 PPE Packs (includes: no touch tool, gloves, sanitizer, mask, wipes) @ 6.49 each = $25,960

Shipping = $29

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties outside of the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

Application for Funding Assistance

Florida Department of Law Enforcement

CESF Local Residual Funding

Section 4: Financial

Section Questions:

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 3,000

Coronavirus Emergency Supplemental Funding (CESF) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal Coronavirus Emergency Supplemental Funding. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards this funding to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation
in 48 CFR Subpart 2.1 (Definitions). It is $3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds

used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, “OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)”. These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee.*

12.0 Privacy Certification - The subrecipient must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28

C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 Compliance with Applicable Restrictions – The subrecipient must comply with all applicable restrictions on the use of federal funds as set out in federal appropriations statutes. General appropriations-law restrictions can be found at https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2020.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements -Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on

or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use of staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida,

the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://dos.myflorida.com/media/693576/gs1-sl-2017-final.pdf .

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.317-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget,

documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 Personal Services - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement

does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at
https://ojp.gov/funding/Explore/FFATA.htm

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at
www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

> *"This project was supported by Award No. 2020-VD-BX-0174 awarded by the Bureau of Justice Assistance, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

14.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

15.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, recipients are encouraged to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/. Grantee shall document planned approaches to information sharing and describe

compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

16.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org).

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-7326, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is

encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

14.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.

ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.

vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

15.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

Coronavirus Emergency Supplemental Funding (CESF) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of South Bay

Subgrant Number: 2021-CERF-PALM-6-5A-045

Project Title: 2020 CERF PROGRAM

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of South Bay
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

_____
Signature Date

_____
Printed Name and Title

City of South Bay
Authorizing Official (Official, Administrator, or Designated Representative)

_____
Signature Date

_____
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

_____
Signature Date

Cody Menacof, Bureau Chief
_____
Printed Name and Title

Coronavirus Emergency Supplemental Funding (CESF) Program

SPECIAL CONDITIONS

Subrecipient: City of South Bay

Subgrant Number: 2021-CERF-PALM-6-5A-045

Project Title: 2020 CERF PROGRAM

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S46019: During application review, it was noted the subgrantee's EEO Certification (EEOC) will be expiring within the next 60 days. In order to prevent delays in payment, the subgrantee must submit a new EEOC to the Office of Criminal Justice Grants prior to June 30, 2021.

Ref# S46020: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, specifically: conflict of interest statements (200.318(c)), acquiring duplicative/unnecessary items (200.318(d)), verifying suspension and debarment (200.318(h)), and prohibiting geographical preference (200.319(b)). All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Coronavirus Emergency Supplemental Funding (CESF) Program

CERTIFICATE OF SUBAWARD

Subrecipient: City of South Bay

Subrecipient DUNS: 090262515

Date of Award: 05/17/2021

Grant Period: From: 03/01/2021 TO: 12/31/2021

Project Title: 2020 CERF PROGRAM

Subgrant Number: 2021-CERF-PALM-6-5A-045

Federal Funds: $49,646.00

Matching Funds: $0.00

Total Project Cost: $49,646.00

CFDA Number: 16.034

Federal Award Number: 2020-VD-BX-0174

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research and Development: No

Indirect Cost: No

A subaward agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of South Bay (herein referred to as "Subrecipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Subrecipient in accordance with the terms and conditions set forth in the subgrant agreement, and

WHEREAS, the Department has available funds resulting from a federal Coronavirus Emergency Supplemental Funding Program Grant award issued under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C.

WHEREAS, the Subrecipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Subrecipient has provided an executed agreement to the Department.

NOW THEREFORE, in consideration of the foregoing:

A subaward is hereby made to the Subrecipient identified above. The subaward is for the amount and time period specified above.

This award is a cost-reimbursement agreement. Requests for reimbursement must be submitted on either a monthly or quarterly basis, as designated in the Financial Section of the agreement. The Subrecipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Supporting documentation includes, but is not limited to: timesheets, activity reports, paystubs, third-party contracts, quotes, procurement documents, equipment inventory records, purchase orders, original receipts, invoices, canceled checks or EFT records, or bank statements, as

Coronavirus Emergency Supplemental Funding (CESF) Program

CERTIFICATE OF SUBAWARD (continued)

applicable. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and requested supporting documentation.

The Subrecipient must provide Performance Reports on either a monthly or quarterly basis, as designated in the Performance Section of the agreement, to the Department attesting to the progress toward deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due no later than 15 days after the end of each reporting period.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, and/or the Office of Management and Budget (OMB) Uniform Grant Requirements (2 C.F.R. Part 200), in their entirety. It is also subject to the standard and special conditions attached and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government.

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

6/29/21

Authorized Official
Cody Menacof
Bureau Chief

Date

This award is subject to the special conditions (if any) prescribed below.

Ref# S46019: During application review, it was noted the subgrantee's EEO Certification (EEOC) will be expiring within the next 60 days. In order to prevent delays in payment, the subgrantee must submit a new EEOC to the Office of Criminal Justice Grants prior to June 30, 2021.

Ref# S46020: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, specifically: conflict of interest statements (200.318(c)), acquiring duplicative/unnecessary items (200.318(d)), verifying suspension and debarment (200.318(h)), and prohibiting geographical preference (200.319(b)). All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Coronavirus Emergency Supplemental Funding (CESF) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of South Bay

Subgrant Number: 2021-CERF-PALM-6-5A-045

Project Title: 2020 CERF PROGRAM

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of South Bay
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature _____ Date 6/28/21

Joe Kyles / Mayor
Printed Name and Title

City of South Bay
Authorizing Official (Official, Administrator, or Designated Representative)

Signature _____ Date 6/28/21

Leondrae D. Camel, City Manager
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature _____ Date 6/29/21

Cody Menacof, Bureau Chief
Printed Name and Title

Coronavirus Emergency Supplemental Funding (CESF) Program

SPECIAL CONDITIONS

Subrecipient: City of South Bay

Subgrant Number: 2021-CERF-PALM-6-5A-045

Project Title: 2020 CERF PROGRAM

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S46019: During application review, it was noted the subgrantee's EEO Certification (EEOC) will be expiring within the next 60 days. In order to prevent delays in payment, the subgrantee must submit a new EEOC to the Office of Criminal Justice Grants prior to June 30, 2021.

Ref# S46020: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, specifically: conflict of interest statements (200.318(c)), acquiring duplicative/unnecessary items (200.318(d)), verifying suspension and debarment (200.318(h)), and prohibiting geographical preference (200.319(b)). All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Application for Funding Assistance

Florida Department of Law Enforcement
CESF Local Residual Funding

Section 1: Administration

Subgrant Recipient

Organization Name: City of South Bay
County: Palm Beach

Chief Official

Name: Joe Kyles
Title: Mayor
Address: 335 Southwest 2nd Avenue
City: South Bay
State: FL **Zip:** 33493-2225
Phone: 561-996-6751 **Ext:**
Fax:
Email: kylesj@southbaycity.com

Chief Financial Officer

Name: Massih Saadatmand
Title: Finance Director
Address: 335 SW 2nd Avenue
City: South Bay
State: FL **Zip:** 33493-2225
Phone: 561-996-6751 **Ext:** 111
Fax: 561-996-7950
Email: saadatmandm@southbaycity.com

Application for Funding Assistance

Florida Department of Law Enforcement
CESF Local Residual Funding

Section 1: Administration

Implementing Agency

Organization Name: City of South Bay
County: Palm Beach

Chief Official

Name: Joe Kyles
Title: Mayor
Address: 335 Southwest 2nd Avenue
City: South Bay
State: FL **Zip:** 33493-2225
Phone: 561-996-6751 **Ext:**
Fax:
Email: kylesj@southbaycity.com

Project Director

Name: Nepolen Collins
Title: Economic Development Manager
Address: 335 South West 2nd Avenue
City: South Bay
State: FL **Zip:** 33493-2225
Phone: 561-996-6751 **Ext:**
Fax:
Email: ncollins@southbaycity.com

Application for Funding Assistance

Florida Department of Law Enforcement
CESF Local Residual Funding

Section 2: Project Overview

General Project Information

Project Title: 2020 CERF PROGRAM
Subgrant Recipient: City of South Bay
Implementing Agency: City of South Bay
Project Start Date: 3/1/2021 **End Date:** 12/31/2021

Problem Identification

COVID-19: DISINFECTION OF PUBLIC SPACES IN A RURAL CITY

The COVID-19 pandemic is laying bare two unavoidable facts about our new reality: we are more interconnected than ever and cities are that frontlines of this crisis and will be at the front lines of any similarly globalized crisis in the future.

Public spaces (including streets, markets, shopping districts, community centers, parks, playground and neighborhood spaces in residential areas) play a vital role in the social life of communities.

The immediate focus for Palm Beach County is on stopping the spread of COVID-19, but the current social distancing threatens to disrupt what makes the County work: the human urge to congregate. As government reckons with this disruption and reassess priorities, and re-think of methods to address the current crisis globally the City government will continue striving to reassure our city dwellers that we will provide them their essentials to aid in the prevention of COVID-19.

Since the nationwide lockdown, South Bay has been adopting numerous approaches to disinfect the public spaces with our limited resources, which are considered risk prone areas for local spread of the virus.

We must consider the rural poor in our community who are being left behind. South Bay is willing to work better for everyone, as the fragility of today's economics has made clear. As the world adjusts to this new reality we are committed to helping our residents learn from one another quickly and provide solutions that create a resilient and thriving city for all.

Project Summary (Scope of Work)

The City of South Bay will use grant funds to purchase hand sanitizer dispenser stations with receptacles, face masks and PPE packs to prepare for, prevent and/or respond to the coronavirus.

Deliverable 1: Grant funds will be used to purchase hand sanitizer dispenser with receptacles to prevent the spread of the coronavirus. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records, and cancelled check or statements.

Deliverable 2: Grant funds will be used to purchase face masks and PPE Packs to prevent the spread of the coronavirus. Documentation to be provided at monitoring will include: procurement documentation, purchase order, invoice, packing slip, inventory records, and cancelled check or statements.

"All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed."

Application for Funding Assistance

Florida Department of Law Enforcement
CESF Local Residual Funding

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: CESF - Coronavirus Emergency Supplemental Funding

State Purpose Area: 4S - Supplies (Expenses)

Objectives and Measures

Objective: Supplies Questions - Questions for all recipients purchasing supplies.

Measure: Supplies 01
Will the applicant expend funds on supplies?
Goal: Yes

Measure: Supplies 02
If yes, how much money is being allocated to supplies?
Goal: 49,646

Measure: Supplies 03
Will the applicant expend funds to purchase personal protective equipment (PPE)?

Goal: Yes

Measure: Supplies 04
If yes, how much money is allocated to the purchase of PPE?
Goal: 41,040

Application for Funding Assistance

Florida Department of Law Enforcement
CESF Local Residual Funding

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000429

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$49,646.00	$0.00	$49,646.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$49,646.00**	**$0.00**	**$49,646.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

Section 4: Financial (cont.)

Budget Narrative:

Expenses = $49,646

20 Hand sanitizer dispensers w/receptacles @ $428.85 each = $8,577

4,000 Face masks @ $3.77 each = $15,080

4,000 PPE Packs (includes: no touch tool, gloves, sanitizer, mask, wipes) @ 6.49 each = $25,960

Shipping = $29

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties outside of the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

Application for Funding Assistance

Florida Department of Law Enforcement

CESF Local Residual Funding

Section 4: Financial

Section Questions:

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 3,000

Coronavirus Emergency Supplemental Funding (CESF) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal Coronavirus Emergency Supplemental Funding. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards this funding to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation
in 48 CFR Subpart 2.1 (Definitions). It is $3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds

used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, “OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)”. These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee.*

12.0 Privacy Certification - The subrecipient must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28

C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 Compliance with Applicable Restrictions – The subrecipient must comply with all applicable restrictions on the use of federal funds as set out in federal appropriations statutes. General appropriations-law restrictions can be found at https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2020.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements -Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on

or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use of staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida,

the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://dos.myflorida.com/media/693576/gs1-sl-2017-final.pdf .

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.317-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget,

documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 Personal Services - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement

does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at
https://ojp.gov/funding/Explore/FFATA.htm

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at
www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

> *"This project was supported by Award No. 2020-VD-BX-0174 awarded by the Bureau of Justice Assistance, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

14.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

15.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, recipients are encouraged to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/. Grantee shall document planned approaches to information sharing and describe

compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

16.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org).

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-7326, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is

encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

14.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.

ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.

vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.

vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

15.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

RESOLUTION 31-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA, APPROVING THE COMMEMORATION OF JUNETEENTH AS AN ANNUAL HOLIDAY WITHIN THE CITY OF SOUTH BAY; PROVIDING AN EFFECTIVE DATE

WHEREAS, Juneteenth is recognized as the end of chattel slavery in the United States and as liberation from the greatest robbery of Black wealth in our country's history; and

WHEREAS, President Abraham Lincoln first issued the Emancipation Proclamation effective January 1, 1863, freeing the slaves in the South; however, Southern slave owners ignored that order; and

WHEREAS, on June 19th, 1865 — which has since come to be known as Juneteenth — Union soldiers led by Major General Gordon Granger arrived in Galveston, Texas with news of the President's order freeing the slaves two and a half years after it was first decreed; and

WHEREAS, through other systems of oppression, such as sharecropping, Jim Crow, redlining, and mass incarceration, the plunder of Black bodies and Black wealth continued past slavery and persists to this day, affecting the physical and mental health, safety, and education of African Americans; and

WHEREAS, liberation from these systems of oppression must include Black economic liberation, manifested in such ways as financial literacy, access to loans, jobs, and the means of self-improvement, and the ability to own the land in one's own neighborhood; and

WHEREAS, many African Americans continue the tradition of celebrating Juneteenth Day as inspiration and encouragement for future generations and Juneteenth celebrations have for more than 154 years been held to honor African American freedom while encouraging self-development and respect for all cultures; and

WHEREAS, many African Americans have worked and continue to work to build wealth within the Black community; and

WHEREAS, although Juneteenth is beginning to be recognized as a national and even global event, the history behind the celebration should not be forgotten; and

WHEREAS, the faith and strength of character demonstrated by former slaves remain examples for all people of the United States, regardless of background, religion, or race; and

WHEREAS, the City Commission of the City of South Bay hereby approved the commemoration of Juneteenth as an annual paid holiday within the City of South Bay and encourages the fair and equitable treatment of African Americans.

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 City Commission Meeting Schedule for calendar year 2021. The City of South Bay hereby authorizes the recognition of Juneteenth as a sanctioned and paid City Holiday. The City Manager is hereby directed to update the City's employment manual and take all other actions to recognize and acknowledge Juneteenth as a paid city holiday.

Section 3. Recognition of Juneteenth. The City Commission of the City of South Bay hereby encourages the fair and equitable treatment of African Americans in commemoration of Juneteenth from now and into the future.

Section 4. Effective Date. That this Resolution shall take effect immediately upon its passage and approval by the City Commission.

PASSED and **ADOPTED** this 20th day of July 2021.

_____

Joe Kyles, Mayor

ATTEST:

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

RESOLUTION NO. 32-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida, on July 20, 2021, adopted a Proposed Millage Rate for the fiscal year 2021-2022 pursuant to Florida Statutes 200.065; and

WHEREAS, the City scheduled first public hearing on the proposed budget and millage rate, as required by Section 200.065, Florida Statutes, to be held on September 7, 2021; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of South Bay has been certified by the Palm Beach County, Florida Property Appraiser to the City of South Bay as Seventy-Five Million, Six Hundred Sixty-Four Thousand Seven Hundred and Fifty-Four Dollars ($75,664,754.00); and

WHEREAS, having considered the comments of the public regarding the millage rate, the City Commission desires to tentatively adopt a millage rate for Fiscal Year 2021-2022.

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" paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Proposed Millage Rate. The City Commission of the City of South Bay hereby adopts a proposed and tentative millage rate of 6.3089 mills for Fiscal Year 2021-2022, commencing October 1, 2021, through September 30, 2022, which is $6.30 per $1,000.00 of taxable property value within the City of South Bay. This millage rate represents a 4.14% increase over the rollback rate of 6.0580 mills.

Section 3. Public Hearing. The second and final public hearing on the budget is set September 21, 2021, at 7:00 p.m., in the Commission Chambers at City Hall, 335 SW 2nd Ave. South Bay, Florida.

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

PASSED and **ADOPTED** this 20th day of July 2021.

_____
Joe Kyles, Mayor

Attested

By: _____
Natalie Malone, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Week, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2021	County : PALM BEACH
Principal Authority : South Bay	Taxing Authority : South Bay

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 64,330,520			(1)
2.	Current year taxable value of personal property for operating purposes	$ 9,232,299			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 2,101,935			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 75,664,754			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ -56,971			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 75,721,725			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 72,710,749			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☐ YES	☑ NO	Number 0	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE		
	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/24/2021 2:20 PM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	6.3089	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 458,725		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 0		(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 458,725		(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 0		(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 75,721,725		(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	6.0580	per $1000	(16)
17.	Current year proposed operating millage rate	6.3089	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 477,361		(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County ☑ Municipality	☐ Independent Special District ☐ Water Management District	(19)
20.	Applicable taxing authority (check one)	☑ Principal Authority ☐ MSTU	☐ Dependent Special District ☐ Water Management District Basin	(20)
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 458,725	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	6.0580 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 458,377	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 477,361	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	6.3089 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	4.14 %	(27)

First public budget hearing	Date :	Time :	Place :

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :	Date :
Title : Leondrae Camel, CITY MANAGER	Contact Name and Contact Title : Massih Saadatmand, FINANCE DIRECTOR
Mailing Address : 335 SW SECOND AVE	Physical Address : 335 SOUTHWEST SECOND AVENUE
City, State, Zip : SOUTH BAY, FLORIDA 33493	Phone Number : 5619966751 / Fax Number : 5619967950

Instructions on page 3

City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natalie Malone

Bernadette 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 July 15, 2021

Ref. Weekly check register

Enclosed, please find the summary of check register as of July 15, 2021:

General Fund

- Utility:

Comcast	$	2,312.99
FPL		12,781.01
PBCWU		4,504.21
T-Mobile		1,362.90

• United Health	22,088.78
• PBC Sheriff	37,314.84
• FL Municipal Ins.	21,720.75
• HCT	16,375.00
• J Connors	3,333.32
• Bank of America	2,919.34
• Clarke	1,808.06
• CAP Government	9,741.25
• Marathon	3,190.13
• .Coastal network	3,000.00
• JP Electric	2,200.00
• Ford	2,636.66
• American Public Life	2,467.00
• A. Hamilton	2,500.00
• Purchased of supplies, materials and parts	9,953.91 A
• Payment for various services	1,658.89 B
• Payroll deductions	8,133.51 C
• Other	3,093.04 D
Total	$ 175,095.59

Sanitation Fund

Waste Management	$ 77,838.35

AP Check Register Report

City Of South Bay (CSBFND)

6/9/2021 3:12:47 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13479	ALLY	ALLY	6/9/2021	725.70	B
13480	CAP GOVERNMENT	CAP GOVERNMENT	6/9/2021	5,102.50	
13481	CLARKE	CLARKE	6/9/2021	585.17	
13482	COMCAST	COMCAST	6/9/2021	591.10	
13483	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	6/9/2021	206.63	A
13484	EVERGLADES TRADING	EVERGLADES TRADING	6/9/2021	26.82	L
13485	FORD CREDIT DEPT 67-4:	FORD MOTOR CREDIT COMPANY LLC	6/9/2021	868.46	
13486	LYNETTE BUTTS	LYNETTE BUTTS	6/9/2021	150.00	D
13487	MARATHON/MEX BANK	WEX BANK	6/9/2021	1,482.20	
13488	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	6/9/2021	27.70	A
13489	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	6/9/2021	410.00	B
13490	VRC	VRC	6/9/2021	359.56	L
			Non-Electronic Transactions:	10,535.84	
			Total Transactions:	10,535.84	

AP Check Register Report
City Of South Bay (CSBFND)

6/8/2021 3:09:54 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13478	WALMART (CAPITAL ONE	CAPITAL ONE	6/8/2021	312.93 A
			Non-Electronic Transactions:	312.93
			Total Transactions:	312.93

AP Check Register Report

City Of South Bay (CSBFND)

6/3/2021 11:58:48 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13465	AFLAC	AFLAC	6/3/2021	1,225.83	C
13466	CAP GOVERNMENT	CAP GOVERNMENT	6/3/2021	2,965.00	
13467	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	6/3/2021	1,434.20	C
13468	FPL	FPL	6/3/2021	6,284.06	
13469	IAMAW	IAMAW	6/3/2021	254.66	C
13470	LIBERTY NATIONAL	LIBERTY NATIONAL	6/3/2021	325.96	L
13471	LINDA BUTTS	LINDA BUTTS	6/3/2021	81.25	D
13472	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	6/3/2021	645.00	B
13473	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	6/3/2021	1,457.46	
13474	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	6/3/2021	574.85	C
13475	ST. JUDE PLACE	ST. JUDE PLACE	6/3/2021	40.00	L
13476	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	6/3/2021	76.85	A
13477	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	6/3/2021	97.00	C
			Non-Electronic Transactions:	15,462.12	
			Total Transactions:	15,462.12	

AP Check Register Report
City Of South Bay (CSBFND)

5/28/2021 8:34:45 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13464	PATRICIA HARVEY	PATRICIA HARVEY	5/28/2021	50.00 D
			Non-Electronic Transactions:	50.00
			Total Transactions:	50.00

AP Check Register Report

City Of South Bay (CSBFND)

5/27/2021 9:53:26 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13457	COMCAST	COMCAST	5/27/2021	233.25	
13458	JORDAN CONNORS GROI	JORDAN CONNORS GROUP, INC	5/27/2021	1,666.66	
13459	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	5/27/2021	370.00	B
13460	MUTUAL OF OMAHA	MUTUAL OF OMAHA	5/27/2021	281.03	D
13461	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	5/27/2021	410.00	B
13462	SEASON TO SEASON, LL(	SEASON TO SEASON, LLC	5/27/2021	230.00	L
13463	UNITED HEALTH CARE	UHS PREMIUM BILLING	5/27/2021	11,486.87	
			Non-Electronic Transactions:	14,677.81	
			Total Transactions:	14,677.81	

AP Immediate Check Register Report

City Of South Bay (CSBFND)

6/11/2021 12:53:48 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13491	HYATT PLACE FORT MYE	HYATT PLACE FORT MYERS/ AT THE FORUM	6/11/2021	356.00
Totals:			Total Transactions:	356.00

AP Check Register Report

City Of South Bay (CSBFND)

6/18/2021 9:51:28 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13492	ANDRE L. HAMILTON	ANDRE L. HAMILTON	6/18/2021	2,500.00	
13493	BROOKER GLASS CO	BROOKER GLASS CO.	6/18/2021	279.00	B
13494	CLARKE	CLARKE	6/18/2021	581.66	
13495	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	6/18/2021	1,500.00	
13496	COMCAST	COMCAST	6/18/2021	122.70	
13497	EVERGLADES TRADING	EVERGLADES TRADING	6/18/2021	40.00	A
13498	JLH ASSOCIATES	JLH ASSOCIATES	6/18/2021	850.00	B
13499	JORDAN CONNORS GROI	JORDAN CONNORS GROUP, INC	6/18/2021	1,666.66	
13500	NATALIE MALONE	NATALIE MALONE	6/18/2021	252.08	D
13501	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	6/18/2021	37,314.84	
13502	PYE BARKER FIRE & SAF	PYE BARKER FIRE & SAFETY, LLC	6/18/2021	712.00	B
13503	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	6/18/2021	500.00	C
13504	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	6/18/2021	1,200.00	B
			Non-Electronic Transactions:	47,518.94	
			Total Transactions:	47,518.94	

AP Check Register Report
City Of South Bay (CSBFND)

6/24/2021 8:36:14 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
PAID ONLINE-62321	T-MOBILE	T-MOBILE	6/23/2021	681.45
			Non-Electronic Transactions:	681.45
			Total Transactions:	681.45

AP Check Register Report

City Of South Bay (CSBFND)

6/24/2021 10:12:23 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13505	CAP GOVERNMENT	CAP GOVERNMENT	6/24/2021	1,673.75
13506	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	6/24/2021	1,500.00
13507	COMCAST BUSINESS	COMCAST	6/24/2021	669.94
13508	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	6/24/2021	108.00 A
13509	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	6/24/2021	21,720.75
13510	FORD CREDIT DEPT 67-4:	FORD MOTOR CREDIT COMPANY LLC	6/24/2021	899.74
13511	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	6/24/2021	700.00 D
13512	SEASON TO SEASON, LL(	SEASON TO SEASON, LLC	6/24/2021	230.00 L
			Non-Electronic Transactions:	27,502.18
			Total Transactions:	27,502.18

AP Check Register Report
City Of South Bay (CSBFND)

6/25/2021 1:52:37 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13513	AFLAC	AFLAC	6/25/2021	1,225.83	C
13514	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	6/25/2021	1,233.50	
13515	BANK OF AMERICA, NA	BANK OF AMERICA	6/25/2021	2,919.34	
13516	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	6/25/2021	1,227.23	C
13517	COMCAST	COMCAST	6/25/2021	233.25	
13518	IAMAW	IAMAW	6/25/2021	239.68	C
13519	LIBERTY NATIONAL	LIBERTY NATIONAL	6/25/2021	325.96	
13520	MUTUAL OF OMAHA	MUTUAL OF OMAHA	6/25/2021	305.36	D
13521	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	6/25/2021	525.31	C
13522	ST. JUDE PLACE	ST. JUDE PLACE	6/25/2021	40.00	
13523	UNITED HEALTH CARE	UHS PREMIUM BILLING	6/25/2021	10,601.91	
13524	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	6/25/2021	97.00	C
			Non-Electronic Transactions:	18,974.37	
			Total Transactions:	18,974.37	

AP Check Register Report

City Of South Bay (CSBFND)

7/1/2021 10:42:02 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13525	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	7/1/2021	1,233.50	
13526	BELLE GLADE WHOLESA	BIG LAKE SNACK SALES, INC	7/1/2021	164.61	A
13527	BLANCA FONSECA	BLANCA FONSECA	7/1/2021	300.00	D
13528	CLARKE	CLARKE	7/1/2021	641.23	
13529	COMCAST	COMCAST	7/1/2021	149.74	
13530	FPL	FPL	7/1/2021	6,496.95	
13531	KELLY TRACTOR	KELLY TRACTOR	7/1/2021	124.00	A
13532	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	7/1/2021	360.00	B
13533	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	7/1/2021	3,046.75	
13534	WALMART (CAPITAL ONE	CAPITAL ONE	7/1/2021	79.58	A
13535	XEROX CORP	XEROX CORPORATION	7/1/2021	295.91	B
			Non-Electronic Transactions:	12,892.27	
			Total Transactions:	12,892.27	

AP Check Register Report
City Of South Bay (CSBFND)

7/2/2021 10:31:25 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13536	ALLY	ALLY	7/2/2021	725.70
13537	COMCAST	COMCAST	7/2/2021	313.01
13538	COREY YOUNG	COREY YOUNG	7/2/2021	25.00
13539	ELIZABETH S. LEWIS	ELIZABETH S. LEWIS	7/2/2021	50.00
13540	HCT	HARVEY, COVINGTON & THOMAS	7/2/2021	16,375.00
			Non-Electronic Transactions:	17,488.71
			Total Transactions:	17,488.71

AP Check Register Report
City Of South Bay (CSBFND)

7/9/2021 8:39:48 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13541	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	7/9/2021	35 00	B
13542	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	7/9/2021	272 80	A
13543	FORD CREDIT DEPT 67-4:	FORD MOTOR CREDIT COMPANY LLC	7/9/2021	868 46	
13544	RUTHIE JOHNSON	RUTHIE JOHNSON	7/9/2021	100 00	D
13545	SCOTTERIA BURGESS	SCOTTERIA BURGESS	7/9/2021	150 00	J
13546	UNITED SITE SERVICES (	UNITED SITE SERVICES OF FLORIDA INC	7/9/2021	1,056.48	
13547	VRC	VRC	7/9/2021	359.56	B
13548	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	7/9/2021	218.97	A
			Non-Electronic Transactions:	3,061.27	
			Total Transactions:	3,061.27	

AP Check Register Report

City Of South Bay (CSBFND)

7/14/2021 10:56:37 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13549	COMCAST	COMCAST	7/14/2021	121.51
13550	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS &	7/14/2021	2,200.00
13551	MARATHON/MEX BANK	WEX BANK	7/14/2021	1,707.93
13552	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	7/14/2021	371.59 D
13553	ROSEN CENTRE HOTEL	ROSEN CENTRE HOTEL	7/14/2021	224.22 L
13554	T-MOBILE	T-MOBILE	7/14/2021	681.45
13555	URBAN LEAGUE OF BRO\	URBAN LEAGUE OF BROWARD COUNTY, INC	7/14/2021	275.00 D
			Non-Electronic Transactions:	5,581.70
			Total Transactions:	5,581.70

AP Check Register Report
City Of South Bay (CSBFND)

6/8/2021 12:11:38 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
250	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	6/8/2021	26,241.64
			Non-Electronic Transactions:	26,241.64
			Total Transactions:	26,241.64

AP Check Register Report

City Of South Bay (CSBFND)

6/18/2021 10:36:06 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
251	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	6/18/2021	11,440.08
			Non-Electronic Transactions:	11,440.08
			Total Transactions:	11,440.08

AP Check Register Report

City Of South Bay (CSBFND)

7/1/2021 12:44:13 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
252	WASTE MANAGEMENT	WASTE MANAGEMENT INC OF FLORIDA	7/1/2021	4,514.13
			Non-Electronic Transactions:	4,514.13
			Total Transactions:	4,514.13

AP Check Register Report
City Of South Bay (CSBFND)

7/8/2021 1:36:46 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
253	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	7/8/2021	22,360.80
			Non-Electronic Transactions:	22,360.80
			Total Transactions:	22,360.80

AP Check Register Report
City Of South Bay (CSBFND)

7/14/2021 2:25:14 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
254	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	7/14/2021	13,281.70
			Non-Electronic Transactions:	13,281.70
			Total Transactions:	13,281.70

City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natalie Malone

Bernadette 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 July 15, 2021

Ref. Weekly check register

Enclosed, please find the summary of check register as of July 15, 2021:

General Fund

• Utility:		
	Comcast	$ 2,312.99
	FPL	12,781.01
	PBCWU	4,504.21
	T-Mobile	1,362.90
• United Health		22,088.78
• PBC Sheriff		37,314.84
• FL Municipal Ins.		21,720.75
• HCT		16,375.00
• J Connors		3,333.32
• Bank of America		2,919.34
• Clarke		1,808.06
• CAP Government		9,741.25
• Marathon		3,190.13
• .Coastal network		3,000.00
• JP Electric		2,200.00
• Ford		2,636.66
• American Public Life		2,467.00
• A. Hamilton		2,500.00
• Purchased of supplies, materials and parts		9,953.91 A
• Payment for various services		1,658.89 B
• Payroll deductions		8,133.51 C
• Other		3,093.04 D
Total		$ 175,095.59

Sanitation Fund

Waste Management	$ 77,838.35

AP Check Register Report

City Of South Bay (CSBFND)

6/9/2021 3:12:47 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13479	ALLY	ALLY	6/9/2021	725.70	B
13480	CAP GOVERNMENT	CAP GOVERNMENT	6/9/2021	5,102.50	
13481	CLARKE	CLARKE	6/9/2021	585.17	
13482	COMCAST	COMCAST	6/9/2021	591.10	
13483	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	6/9/2021	206.63	A
13484	EVERGLADES TRADING	EVERGLADES TRADING	6/9/2021	26.82	L
13485	FORD CREDIT DEPT 67-4:	FORD MOTOR CREDIT COMPANY LLC	6/9/2021	868.46	
13486	LYNETTE BUTTS	LYNETTE BUTTS	6/9/2021	150.00	D
13487	MARATHON/MEX BANK	WEX BANK	6/9/2021	1,482.20	
13488	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	6/9/2021	27.70	A
13489	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	6/9/2021	410.00	B
13490	VRC	VRC	6/9/2021	359.56	L
			Non-Electronic Transactions:	10,535.84	
			Total Transactions:	10,535.84	

AP Check Register Report
City Of South Bay (CSBFND)

6/8/2021 3:09:54 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13478	WALMART (CAPITAL ONE	CAPITAL ONE	6/8/2021	312.93 A
			Non-Electronic Transactions:	312.93
			Total Transactions:	312.93

AP Check Register Report

City Of South Bay (CSBFND)

6/3/2021 11:58:48 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13465	AFLAC	AFLAC	6/3/2021	1,225.83	C
13466	CAP GOVERNMENT	CAP GOVERNMENT	6/3/2021	2,965.00	
13467	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	6/3/2021	1,434.20	C
13468	FPL	FPL	6/3/2021	6,284.06	
13469	IAMAW	IAMAW	6/3/2021	254.66	C
13470	LIBERTY NATIONAL	LIBERTY NATIONAL	6/3/2021	325.96	L
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13472	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	6/3/2021	645.00	B
13473	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	6/3/2021	1,457.46	
13474	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	6/3/2021	574.85	C
13475	ST. JUDE PLACE	ST. JUDE PLACE	6/3/2021	40.00	L
13476	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	6/3/2021	76.85	A
13477	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	6/3/2021	97.00	C
			Non-Electronic Transactions:	15,462.12	
			Total Transactions:	15,462.12	

AP Check Register Report
City Of South Bay (CSBFND)

5/28/2021 8:34:45 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13464	PATRICIA HARVEY	PATRICIA HARVEY	5/28/2021	50.00 D
			Non-Electronic Transactions:	50.00
			Total Transactions:	50.00

AP Check Register Report

City Of South Bay (CSBFND)

5/27/2021 9:53:26 AM

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City Of South Bay (CSBFND)

6/11/2021 12:53:48 PM

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13504	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	6/18/2021	1,200.00	B
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City Of South Bay (CSBFND)

6/24/2021 8:36:14 AM

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City Of South Bay (CSBFND)

6/24/2021 10:12:23 AM

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AP Check Register Report
City Of South Bay (CSBFND)

7/1/2021 10:42:02 AM

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13525	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	7/1/2021	1,233.50	
13526	BELLE GLADE WHOLESA	BIG LAKE SNACK SALES, INC	7/1/2021	164.61	A
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13534	WALMART (CAPITAL ONE	CAPITAL ONE	7/1/2021	79.58	A
13535	XEROX CORP	XEROX CORPORATION	7/1/2021	295.91	B
			Non-Electronic Transactions:	12,892.27	
			Total Transactions:	12,892.27	

AP Check Register Report
City Of South Bay (CSBFND)

7/2/2021 10:31:25 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13536	ALLY	ALLY	7/2/2021	725.70
13537	COMCAST	COMCAST	7/2/2021	313.01
13538	COREY YOUNG	COREY YOUNG	7/2/2021	25.00
13539	ELIZABETH S. LEWIS	ELIZABETH S. LEWIS	7/2/2021	50.00
13540	HCT	HARVEY, COVINGTON & THOMAS	7/2/2021	16,375.00
			Non-Electronic Transactions:	17,488.71
			Total Transactions:	17,488.71

AP Check Register Report
City Of South Bay (CSBFND)

7/9/2021 8:39:48 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13541	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	7/9/2021	35 00	B
13542	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	7/9/2021	272 80	A
13543	FORD CREDIT DEPT 67-4:	FORD MOTOR CREDIT COMPANY LLC	7/9/2021	868 46	
13544	RUTHIE JOHNSON	RUTHIE JOHNSON	7/9/2021	100 00	D
13545	SCOTTERIA BURGESS	SCOTTERIA BURGESS	7/9/2021	150 00	J
13546	UNITED SITE SERVICES (	UNITED SITE SERVICES OF FLORIDA INC	7/9/2021	1,056.48	
13547	VRC	VRC	7/9/2021	359.56	B
13548	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	7/9/2021	218.97	A
			Non-Electronic Transactions:	3,061.27	
			Total Transactions:	3,061.27	

AP Check Register Report
City Of South Bay (CSBFND)

7/14/2021 10:56:37 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13549	COMCAST	COMCAST	7/14/2021	121.51
13550	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS &	7/14/2021	2,200.00
13551	MARATHON/MEX BANK	WEX BANK	7/14/2021	1,707.93
13552	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	7/14/2021	371.59 D
13553	ROSEN CENTRE HOTEL	ROSEN CENTRE HOTEL	7/14/2021	224.22 L
13554	T-MOBILE	T-MOBILE	7/14/2021	681.45
13555	URBAN LEAGUE OF BRO\	URBAN LEAGUE OF BROWARD COUNTY, INC	7/14/2021	275.00 D
			Non-Electronic Transactions:	5,581.70
			Total Transactions:	5,581.70

AP Check Register Report
City Of South Bay (CSBFND)

6/8/2021 12:11:38 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
250	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	6/8/2021	26,241.64
			Non-Electronic Transactions:	26,241.64
			Total Transactions:	26,241.64

AP Check Register Report

City Of South Bay (CSBFND)

6/18/2021 10:36:06 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
251	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	6/18/2021	11,440.08
			Non-Electronic Transactions:	11,440.08
			Total Transactions:	11,440.08

AP Check Register Report

City Of South Bay (CSBFND)

7/1/2021 12:44:13 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
252	WASTE MANAGEMENT	WASTE MANAGEMENT INC OF FLORIDA	7/1/2021	4,514.13
			Non-Electronic Transactions:	4,514.13
			Total Transactions:	4,514.13

AP Check Register Report

City Of South Bay (CSBFND)

7/8/2021 1:36:46 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
253	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	7/8/2021	22,360.80
			Non-Electronic Transactions:	22,360.80
			Total Transactions:	22,360.80

AP Check Register Report
City Of South Bay (CSBFND)

7/14/2021 2:25:14 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
254	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	7/14/2021	13,281.70
			Non-Electronic Transactions:	13,281.70
			Total Transactions:	13,281.70

City of South Bay

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

www.southbaycity.com

Commission

Joe Kyles Sr.
Mayor

Betty Barnard
Vice Mayor

Esther E. Berry

John Wilson

Taranza McKelvin

Leondrae Camel
City Manager

City Clerk
Natalie Malone

Bernadette 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 July 15, 2021

Ref. Weekly check register

Enclosed, please find the summary of check register as of July 15, 2021:

General Fund

- Utility:

Comcast	$	2,312.99
FPL		12,781.01
PBCWU		4,504.21
T-Mobile		1,362.90

• United Health	22,088.78
• PBC Sheriff	37,314.84
• FL Municipal Ins.	21,720.75
• HCT	16,375.00
• J Connors	3,333.32
• Bank of America	2,919.34
• Clarke	1,808.06
• CAP Government	9,741.25
• Marathon	3,190.13
• .Coastal network	3,000.00
• JP Electric	2,200.00
• Ford	2,636.66
• American Public Life	2,467.00
• A. Hamilton	2,500.00
• Purchased of supplies, materials and parts	9,953.91 A
• Payment for various services	1,658.89 B
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• Other	3,093.04 D
Total	$ 175,095.59

Sanitation Fund

Waste Management	$ 77,838.35

AP Check Register Report
City Of South Bay (CSBFND)

6/9/2021 3:12:47 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13479	ALLY	ALLY	6/9/2021	725.70	B
13480	CAP GOVERNMENT	CAP GOVERNMENT	6/9/2021	5,102.50	
13481	CLARKE	CLARKE	6/9/2021	585.17	
13482	COMCAST	COMCAST	6/9/2021	591.10	
13483	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	6/9/2021	206.63	A
13484	EVERGLADES TRADING	EVERGLADES TRADING	6/9/2021	26.82	L
13485	FORD CREDIT DEPT 67-4:	FORD MOTOR CREDIT COMPANY LLC	6/9/2021	868.46	
13486	LYNETTE BUTTS	LYNETTE BUTTS	6/9/2021	150.00	D
13487	MARATHON/MEX BANK	WEX BANK	6/9/2021	1,482.20	
13488	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	6/9/2021	27.70	A
13489	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	6/9/2021	410.00	B
13490	VRC	VRC	6/9/2021	359.56	L
			Non-Electronic Transactions:	10,535.84	
			Total Transactions:	10,535.84	

AP Check Register Report
City Of South Bay (CSBFND)

6/8/2021 3:09:54 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13478	WALMART (CAPITAL ONE	CAPITAL ONE	6/8/2021	312.93 A
			Non-Electronic Transactions:	312.93
			Total Transactions:	312.93

AP Check Register Report

City Of South Bay (CSBFND)

6/3/2021 11:58:48 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13465	AFLAC	AFLAC	6/3/2021	1,225.83	C
13466	CAP GOVERNMENT	CAP GOVERNMENT	6/3/2021	2,965.00	
13467	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	6/3/2021	1,434.20	C
13468	FPL	FPL	6/3/2021	6,284.06	
13469	IAMAW	IAMAW	6/3/2021	254.66	C
13470	LIBERTY NATIONAL	LIBERTY NATIONAL	6/3/2021	325.96	L
13471	LINDA BUTTS	LINDA BUTTS	6/3/2021	81.25	D
13472	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	6/3/2021	645.00	B
13473	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	6/3/2021	1,457.46	
13474	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	6/3/2021	574.85	C
13475	ST. JUDE PLACE	ST. JUDE PLACE	6/3/2021	40.00	L
13476	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	6/3/2021	76.85	A
13477	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	6/3/2021	97.00	C
			Non-Electronic Transactions:	15,462.12	
			Total Transactions:	15,462.12	

AP Check Register Report
City Of South Bay (CSBFND)

5/28/2021 8:34:45 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13464	PATRICIA HARVEY	PATRICIA HARVEY	5/28/2021	50.00 D
			Non-Electronic Transactions:	50.00
			Total Transactions:	50.00

AP Check Register Report

City Of South Bay (CSBFND)

5/27/2021 9:53:26 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13457	COMCAST	COMCAST	5/27/2021	233.25
13458	JORDAN CONNORS GROI	JORDAN CONNORS GROUP, INC	5/27/2021	1,666.66
13459	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	5/27/2021	370.00 B
13460	MUTUAL OF OMAHA	MUTUAL OF OMAHA	5/27/2021	281.03 D
13461	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	5/27/2021	410.00 B
13462	SEASON TO SEASON, LL(	SEASON TO SEASON, LLC	5/27/2021	230.00 L
13463	UNITED HEALTH CARE	UHS PREMIUM BILLING	5/27/2021	11,486.87
			Non-Electronic Transactions:	14,677.81
			Total Transactions:	14,677.81

AP Immediate Check Register Report

City Of South Bay (CSBFND)

6/11/2021 12:53:48 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13491	HYATT PLACE FORT MYE	HYATT PLACE FORT MYERS/ AT THE FORUM	6/11/2021	356.00
Totals:			Total Transactions:	356.00

AP Check Register Report

City Of South Bay (CSBFND)

6/18/2021 9:51:28 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13492	ANDRE L. HAMILTON	ANDRE L. HAMILTON	6/18/2021	2,500.00	
13493	BROOKER GLASS CO	BROOKER GLASS CO.	6/18/2021	279.00	B
13494	CLARKE	CLARKE	6/18/2021	581.66	
13495	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	6/18/2021	1,500.00	
13496	COMCAST	COMCAST	6/18/2021	122.70	
13497	EVERGLADES TRADING	EVERGLADES TRADING	6/18/2021	40.00	A
13498	JLH ASSOCIATES	JLH ASSOCIATES	6/18/2021	850.00	B
13499	JORDAN CONNORS GROI	JORDAN CONNORS GROUP, INC	6/18/2021	1,666.66	
13500	NATALIE MALONE	NATALIE MALONE	6/18/2021	252.08	D
13501	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	6/18/2021	37,314.84	
13502	PYE BARKER FIRE & SAF	PYE BARKER FIRE & SAFETY, LLC	6/18/2021	712.00	B
13503	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	6/18/2021	500.00	C
13504	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	6/18/2021	1,200.00	B
			Non-Electronic Transactions:	47,518.94	
			Total Transactions:	47,518.94	

AP Check Register Report
City Of South Bay (CSBFND)

6/24/2021 8:36:14 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
PAID ONLINE-62321	T-MOBILE	T-MOBILE	6/23/2021	681.45
			Non-Electronic Transactions:	681.45
			Total Transactions:	681.45

AP Check Register Report

City Of South Bay (CSBFND)

6/24/2021 10:12:23 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13505	CAP GOVERNMENT	CAP GOVERNMENT	6/24/2021	1,673.75
13506	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	6/24/2021	1,500.00
13507	COMCAST BUSINESS	COMCAST	6/24/2021	669.94
13508	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	6/24/2021	108.00 A
13509	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	6/24/2021	21,720.75
13510	FORD CREDIT DEPT 67-4:	FORD MOTOR CREDIT COMPANY LLC	6/24/2021	899.74
13511	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	6/24/2021	700.00 D
13512	SEASON TO SEASON, LL(	SEASON TO SEASON, LLC	6/24/2021	230.00 L
			Non-Electronic Transactions:	27,502.18
			Total Transactions:	27,502.18

AP Check Register Report
City Of South Bay (CSBFND)

6/25/2021 1:52:37 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13513	AFLAC	AFLAC	6/25/2021	1,225.83	C
13514	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	6/25/2021	1,233.50	
13515	BANK OF AMERICA, NA	BANK OF AMERICA	6/25/2021	2,919.34	
13516	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	6/25/2021	1,227.23	C
13517	COMCAST	COMCAST	6/25/2021	233.25	
13518	IAMAW	IAMAW	6/25/2021	239.68	C
13519	LIBERTY NATIONAL	LIBERTY NATIONAL	6/25/2021	325.96	
13520	MUTUAL OF OMAHA	MUTUAL OF OMAHA	6/25/2021	305.36	D
13521	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	6/25/2021	525.31	C
13522	ST. JUDE PLACE	ST. JUDE PLACE	6/25/2021	40.00	
13523	UNITED HEALTH CARE	UHS PREMIUM BILLING	6/25/2021	10,601.91	
13524	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	6/25/2021	97.00	C
			Non-Electronic Transactions:	18,974.37	
			Total Transactions:	18,974.37	

AP Check Register Report
City Of South Bay (CSBFND)

7/1/2021 10:42:02 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13525	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	7/1/2021	1,233.50	
13526	BELLE GLADE WHOLESA	BIG LAKE SNACK SALES, INC	7/1/2021	164.61	A
13527	BLANCA FONSECA	BLANCA FONSECA	7/1/2021	300.00	D
13528	CLARKE	CLARKE	7/1/2021	641.23	
13529	COMCAST	COMCAST	7/1/2021	149.74	
13530	FPL	FPL	7/1/2021	6,496.95	
13531	KELLY TRACTOR	KELLY TRACTOR	7/1/2021	124.00	A
13532	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	7/1/2021	360.00	B
13533	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	7/1/2021	3,046.75	
13534	WALMART (CAPITAL ONE	CAPITAL ONE	7/1/2021	79.58	A
13535	XEROX CORP	XEROX CORPORATION	7/1/2021	295.91	B
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AP Check Register Report
City Of South Bay (CSBFND)

7/2/2021 10:31:25 AM

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City Of South Bay (CSBFND)

7/9/2021 8:39:48 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
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13543	FORD CREDIT DEPT 67-4:	FORD MOTOR CREDIT COMPANY LLC	7/9/2021	868 46	
13544	RUTHIE JOHNSON	RUTHIE JOHNSON	7/9/2021	100 00	D
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13546	UNITED SITE SERVICES (	UNITED SITE SERVICES OF FLORIDA INC	7/9/2021	1,056.48	
13547	VRC	VRC	7/9/2021	359.56	B
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City Of South Bay (CSBFND)

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City Of South Bay (CSBFND)

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City Of South Bay (CSBFND)

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City Of South Bay (CSBFND)

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City of South Bay

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Affirmative Action Employer"

To: Honorable Mayor and Commissioners

From: Massih Saadatmand, Finance Director

Thru: Mr. Leondrae Camel, City Manager

Date July 15, 2021

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Waste Management	$ 77,838.35

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City Of South Bay (CSBFND)

6/8/2021 3:09:54 PM

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AP Check Register Report

City Of South Bay (CSBFND)

6/3/2021 11:58:48 AM

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13466	CAP GOVERNMENT	CAP GOVERNMENT	6/3/2021	2,965.00	
13467	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	6/3/2021	1,434.20	C
13468	FPL	FPL	6/3/2021	6,284.06	
13469	IAMAW	IAMAW	6/3/2021	254.66	C
13470	LIBERTY NATIONAL	LIBERTY NATIONAL	6/3/2021	325.96	L
13471	LINDA BUTTS	LINDA BUTTS	6/3/2021	81.25	D
13472	ORSENIGO REPAIR	ORSENIGO REPAIR & MAINT. INC	6/3/2021	645.00	B
13473	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	6/3/2021	1,457.46	
13474	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	6/3/2021	574.85	C
13475	ST. JUDE PLACE	ST. JUDE PLACE	6/3/2021	40.00	L
13476	TRC FARM INDUSTRIAL	TRC FARM & INDUSTRIAL SUPPLY INC	6/3/2021	76.85	A
13477	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	6/3/2021	97.00	C
			Non-Electronic Transactions:	15,462.12	
			Total Transactions:	15,462.12	

AP Check Register Report
City Of South Bay (CSBFND)

5/28/2021 8:34:45 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13464	PATRICIA HARVEY	PATRICIA HARVEY	5/28/2021	50.00
			Non-Electronic Transactions:	50.00
			Total Transactions:	50.00

AP Check Register Report

City Of South Bay (CSBFND)

5/27/2021 9:53:26 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13457	COMCAST	COMCAST	5/27/2021	233.25
13458	JORDAN CONNORS GROI	JORDAN CONNORS GROUP, INC	5/27/2021	1,666.66
13459	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	5/27/2021	370.00 B
13460	MUTUAL OF OMAHA	MUTUAL OF OMAHA	5/27/2021	281.03 D
13461	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	5/27/2021	410.00 B
13462	SEASON TO SEASON, LL(	SEASON TO SEASON, LLC	5/27/2021	230.00 L
13463	UNITED HEALTH CARE	UHS PREMIUM BILLING	5/27/2021	11,486.87
			Non-Electronic Transactions:	14,677.81
			Total Transactions:	14,677.81

AP Immediate Check Register Report

City Of South Bay (CSBFND)

6/11/2021 12:53:48 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13491	HYATT PLACE FORT MYE	HYATT PLACE FORT MYERS/ AT THE FORUM	6/11/2021	356.00 D
Totals:			Total Transactions:	356.00

AP Check Register Report

City Of South Bay (CSBFND)

6/18/2021 9:51:28 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13492	ANDRE L. HAMILTON	ANDRE L. HAMILTON	6/18/2021	2,500.00	
13493	BROOKER GLASS CO	BROOKER GLASS CO.	6/18/2021	279.00	B
13494	CLARKE	CLARKE	6/18/2021	581.66	
13495	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	6/18/2021	1,500.00	
13496	COMCAST	COMCAST	6/18/2021	122.70	
13497	EVERGLADES TRADING	EVERGLADES TRADING	6/18/2021	40.00	A
13498	JLH ASSOCIATES	JLH ASSOCIATES	6/18/2021	850.00	B
13499	JORDAN CONNORS GROI	JORDAN CONNORS GROUP, INC	6/18/2021	1,666.66	
13500	NATALIE MALONE	NATALIE MALONE	6/18/2021	252.08	D
13501	PBC SHERIFF'S OFFICE	PALM BEACH COUNTY SHERIFF'S OFFICE	6/18/2021	37,314.84	
13502	PYE BARKER FIRE & SAF	PYE BARKER FIRE & SAFETY, LLC	6/18/2021	712.00	B
13503	ROSENWALD ELEMENTAI	ROSENWALD ELEMENTARY	6/18/2021	500.00	C
13504	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	6/18/2021	1,200.00	B
			Non-Electronic Transactions:	47,518.94	
			Total Transactions:	47,518.94	

AP Check Register Report

City Of South Bay (CSBFND)

6/24/2021 8:36:14 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
PAID ONLINE-62321	T-MOBILE	T-MOBILE	6/23/2021	681.45
			Non-Electronic Transactions:	681.45
			Total Transactions:	681.45

AP Check Register Report

City Of South Bay (CSBFND)

6/24/2021 10:12:23 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13505	CAP GOVERNMENT	CAP GOVERNMENT	6/24/2021	1,673.75
13506	COASTAL NETWORK SOL	COASTAL NETWORK SOLUTIONS, LLC	6/24/2021	1,500.00
13507	COMCAST BUSINESS	COMCAST	6/24/2021	669.94
13508	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	6/24/2021	108.00 A
13509	FLORIDA MUNICIPAL IN	FLORIDA MUNICIPAL INSURANCE TRUST	6/24/2021	21,720.75
13510	FORD CREDIT DEPT 67-4:	FORD MOTOR CREDIT COMPANY LLC	6/24/2021	899.74
13511	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	6/24/2021	700.00 D
13512	SEASON TO SEASON, LL(	SEASON TO SEASON, LLC	6/24/2021	230.00 L
			Non-Electronic Transactions:	27,502.18
			Total Transactions:	27,502.18

AP Check Register Report
City Of South Bay (CSBFND)

6/25/2021 1:52:37 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13513	AFLAC	AFLAC	6/25/2021	1,225.83	C
13514	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	6/25/2021	1,233.50	
13515	BANK OF AMERICA, NA	BANK OF AMERICA	6/25/2021	2,919.34	
13516	COLONIAL LIFE PROCES	COLONIAL LIFE PROCESSING CENTER	6/25/2021	1,227.23	C
13517	COMCAST	COMCAST	6/25/2021	233.25	
13518	IAMAW	IAMAW	6/25/2021	239.68	C
13519	LIBERTY NATIONAL	LIBERTY NATIONAL	6/25/2021	325.96	
13520	MUTUAL OF OMAHA	MUTUAL OF OMAHA	6/25/2021	305.36	D
13521	SOLSTICE BENEFITS IN	SOLSTICE MARKETPLACE	6/25/2021	525.31	C
13522	ST. JUDE PLACE	ST. JUDE PLACE	6/25/2021	40.00	
13523	UNITED HEALTH CARE	UHS PREMIUM BILLING	6/25/2021	10,601.91	
13524	WASHINGTON NATIONAL	WASHINGTON NATIONAL INS. CO.	6/25/2021	97.00	C
			Non-Electronic Transactions:	18,974.37	
			Total Transactions:	18,974.37	

AP Check Register Report

City Of South Bay (CSBFND)

7/1/2021 10:42:02 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13525	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	7/1/2021	1,233.50	
13526	BELLE GLADE WHOLESA	BIG LAKE SNACK SALES, INC	7/1/2021	164.61	A
13527	BLANCA FONSECA	BLANCA FONSECA	7/1/2021	300.00	D
13528	CLARKE	CLARKE	7/1/2021	641.23	
13529	COMCAST	COMCAST	7/1/2021	149.74	
13530	FPL	FPL	7/1/2021	6,496.95	
13531	KELLY TRACTOR	KELLY TRACTOR	7/1/2021	124.00	A
13532	LARRY'S AC APPLIANCE	LARRY'S AC & APPLIANCE	7/1/2021	360.00	B
13533	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	7/1/2021	3,046.75	
13534	WALMART (CAPITAL ONE	CAPITAL ONE	7/1/2021	79.58	A
13535	XEROX CORP	XEROX CORPORATION	7/1/2021	295.91	B
			Non-Electronic Transactions:	12,892.27	
			Total Transactions:	12,892.27	

AP Check Register Report
City Of South Bay (CSBFND)

7/2/2021 10:31:25 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13536	ALLY	ALLY	7/2/2021	725.70
13537	COMCAST	COMCAST	7/2/2021	313.01
13538	COREY YOUNG	COREY YOUNG	7/2/2021	25.00
13539	ELIZABETH S. LEWIS	ELIZABETH S. LEWIS	7/2/2021	50.00
13540	HCT	HARVEY, COVINGTON & THOMAS	7/2/2021	16,375.00
			Non-Electronic Transactions:	17,488.71
			Total Transactions:	17,488.71

AP Check Register Report
City Of South Bay (CSBFND)

7/9/2021 8:39:48 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	
13541	ECONOMY TRANSMISSIO	ECONOMY TRANSMISSION SERVICE	7/9/2021	35 00	B
13542	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	7/9/2021	272 80	A
13543	FORD CREDIT DEPT 67-4:	FORD MOTOR CREDIT COMPANY LLC	7/9/2021	868 46	
13544	RUTHIE JOHNSON	RUTHIE JOHNSON	7/9/2021	100 00	D
13545	SCOTTERIA BURGESS	SCOTTERIA BURGESS	7/9/2021	150 00	J
13546	UNITED SITE SERVICES (	UNITED SITE SERVICES OF FLORIDA INC	7/9/2021	1,056.48	
13547	VRC	VRC	7/9/2021	359.56	B
13548	WOLFF'S LAWN	WOLFF LAWN MACHINE INC	7/9/2021	218.97	A
			Non-Electronic Transactions:	3,061.27	
			Total Transactions:	3,061.27	

AP Check Register Report
City Of South Bay (CSBFND)

7/14/2021 10:56:37 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
13549	COMCAST	COMCAST	7/14/2021	121.51
13550	JP ELECTRONIC	JEFF PAULDO D/B/A JP ELECTRONICS &	7/14/2021	2,200.00
13551	MARATHON/MEX BANK	WEX BANK	7/14/2021	1,707.93
13552	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	7/14/2021	371.59 D
13553	ROSEN CENTRE HOTEL	ROSEN CENTRE HOTEL	7/14/2021	224.22 L
13554	T-MOBILE	T-MOBILE	7/14/2021	681.45
13555	URBAN LEAGUE OF BRO\	URBAN LEAGUE OF BROWARD COUNTY, INC	7/14/2021	275.00 D
			Non-Electronic Transactions:	5,581.70
			Total Transactions:	5,581.70

AP Check Register Report
City Of South Bay (CSBFND)

6/8/2021 12:11:38 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
250	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	6/8/2021	26,241.64
			Non-Electronic Transactions:	26,241.64
			Total Transactions:	26,241.64

AP Check Register Report

City Of South Bay (CSBFND)

6/18/2021 10:36:06 AM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
251	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	6/18/2021	11,440.08
			Non-Electronic Transactions:	11,440.08
			Total Transactions:	11,440.08

AP Check Register Report

City Of South Bay (CSBFND)

7/1/2021 12:44:13 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
252	WASTE MANAGEMENT	WASTE MANAGEMENT INC OF FLORIDA	7/1/2021	4,514.13
			Non-Electronic Transactions:	4,514.13
			Total Transactions:	4,514.13

AP Check Register Report
City Of South Bay (CSBFND)

7/8/2021 1:36:46 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
253	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	7/8/2021	22,360.80
			Non-Electronic Transactions:	22,360.80
			Total Transactions:	22,360.80

AP Check Register Report
City Of South Bay (CSBFND)

7/14/2021 2:25:14 PM

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount
254	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	7/14/2021	13,281.70
			Non-Electronic Transactions:	13,281.70
			Total Transactions:	13,281.70