

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, AUGUST 19, 2025

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:

Taranza McKelvin

Commissioner:

Esther Berry

Commissioner:

Albert L Polk

Commissioner:

Barbara King

City Manager:

Leondrae D. Camel

City Attorney:

Burnadette Norris-Weeks

City Clerk:

Vicenta Washington

[JUSTIFY_INDENT]

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON AGENDA ITEM

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION: MANNER AND TIME

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

then re-direct the question to the appropriate Commissioner or City Staff to answer the citizen question which shall be related to the business of the City.

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

APPEALS

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

DECORUM

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

PLEASE SILENCE ALL CELL PHONES AND PAGERS

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

CITY OF SOUTH BAY
CITY COMMISSION BUDGET
WORKSHOP

CITY HALL CHAMBER
TUESDAY, AUGUST 19, 2025
6:30 PM

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. **FY 2025-2026 BUDGET**
4. **ADJOURNMENT**

CITY OF SOUTH BAY
REGULAR CITY MEETING AGENDA

CITY HALL CHAMBER
TUESDAY, AUGUST 19, 2025
7:00 PM

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

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

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

1. **CALL TO ORDER, ROLL CALL; PRAYER, PLEDGE OF ALLEGIANCE**
2. **DISCLOSURE OF VOTING CONFLICTS**
3. **PRESENTATIONS AND PROCLAMATIONS (*Up to 5 minutes*)**

- a. Rural Infrastructure Fund:Village By The Lake (Unicus Consulting)
- b. 2025 Legislative Awards, Jordan Connors, Government Consultant

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

5. **CONSENT AGENDA**

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

- a. **Commission Meeting Minutes – August 5, 2025**
 - 5.a. Commission Meeting Minutes
- b. **Approval of City Commission Meeting Agenda - August 15, 2025**
 - 5.b. Meeting Minutes

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

- a. **RESOLUTION NO. 40-2025**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2025/2026 BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, AS SET FORTH HERETO IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- 6.a. **CDBG CODE ENFORCEMENT AGREEMENT**

- b. **RESOLUTION NO. 41-2025**
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, PIGGYBACKING PALM BEACH COUNTY, PATHWAY & MINOR CONSTRUCTION CONTINUING SERVICES REQUEST FOR PROPOSALS NO. 2023-1839; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

- 6.b. **AMENDMENT NO. 1 TO THE PATHWAY & MINOR CONSTRUCTION CONTINUING SERVICES CONTRACT**

- 6.b. **AMENDMENT NO. 2 TO THE PATHWAY & MINOR CONSTRUCTION CONTINUING SERVICES CONTRACT**

- 6.b. **AMENDMENT NO. 3 TO THE PATHWAY & MINOR**

CONSTRUCTION CONTINUING SERVICES CONTRACT

6.b. AMENDMENT NO. 4 TO THE PATHWAY & MINOR
CONSTRUCTION CONTINUING SERVICES CONTRACT

6.b. SOUTH BAY AGREEMENT FOR MINOR CONSTRUCTION
PROJECTS

c. RESOLUTION 42-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, FLORIDA, APPOINTING _____
AS A CITY OF SOUTH BAY CITY COMMISSIONER TO SERVE UNTIL
THE NEXT REGULARLY SCHEDULED CITY ELECTION IN MARCH
2026; PROVIDING FOR ADOPTION OF REPRESENTATION;
PROVIDING FOR AN EFFECTIVE DATE

d. RESOLUTION 43-2025
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
SOUTH BAY, PALM BEACH COUNTY, FLORIDA APPOINTING A CITY
TREASURER; PROVIDING FOR EFFECTIVE DATE.

7. ORDINANCE

8. ROSENWALD ELEMENTARY SCHOOL

9. FINANCE REPORT

a. Accounts Payable Report

9.a. AP REPORT

10. CITY CLERK REPORT

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT

13. FUTURE AGENDA ITEMS

14. COMMISSIONER COMMENTS: FOR THE GOOD OF THE ORDER

15. ADJOURNMENT

CITY OF SOUTH BAY, FL
CITY WORKSHOP AGENDA
CITY HALL CHAMBER
TUESDAY, August 5, 2025
6:30PM

Present:

Mayor Joe Kyles
Vice-Mayor Taranza McKelvin
Commissioner Albert Polk
Commissioner Barbara King

Staff

Leondrae Camel, City Manager
Chan Bryant, City Attorney
Vicenta Washington, City Clerk
Massih Saadatmand, Finance Director
Napoleon Collins, Economic Growth and Development Director
Cristal Verdugo, Administrative Assistant

(Full recording/discussion available through the City website)

1. **CALL TO ORDER at 6:30pm**
2. **ROLL CALL**
3. **DISCUSSION**
 - a. FY 2025-2026 Budget Presentation
4. **ADJOURNMENT- 7:00pm**

Moved by: Vice-Mayor McKelvin
Seconded by: Commissioner Polk

CITY OF SOUTH BAY, FL
REGULAR CITY MEETING
CITY HALL CHAMBER
TUESDAY, August 5, 2025
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 August 5, 2025 at 7:01 p.m.

(Full recording/discussion available through the City website)

Present:

Mayor Joe Kyles
Vice-Mayor Taranza McKelvin
Commissioner Albert Polk IV
Commissioner Barbara King

4318

Staff:

Leondrae Camel, City Manager
 Chan Bryant, City Attorney
 Vicenta Washington, City Clerk
 Massih Saadatmand, Finance Director
 Napoleon Collins, Economic Growth and Development Director
 Cristal Verdugo, Administrative Assistant

- 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 Commission, or person so requests, in which the item will be removed from the general order of business and considered in its normal sequence on the agenda.

- a. Regular City Workshop and City Meeting
Approval of City Minutes - July 15, 2025

Approve Consent Agenda
Moved by: Commissioner Polk
Seconded by: Vice-Mayor McKelvin

- b. Regular City Workshop and City Meeting
Approval of Meeting Agenda - August 5, 2025

Approve Consent

Moved by:

Polk

Seconded by:

McKelvin

COMMISSION	VOTE
Mayor Joe Kyles	YES
Vice-Mayor McKelvin	YES
Commissioner Berry	YES
Commissioner Polk	YES
Commissioner King	YES

**Agenda
Commissioner**

Vice-Mayor

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

- a. RESOLUTION 35-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, CREATING A SOUTH BAY CIVIC ENGAGEMENT ACADEMY FOR CIVIC EDUCATION; ESTABLISHING CERTAIN RESPONSIBILITIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Commissioner Polk
Seconded by: Vice-Mayor McKelvin

Regular City
August 5, 2025

COMMISSION	VOTE
Mayor Joe Kyles	YES
Vice-Mayor McKelvin	YES
Commissioner Berry	
Commissioner Polk	YES
Commissioner King	YES

Meeting Minutes
Page 4319

b. RESOLUTION 36-2025

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

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Joe Kyles	YES
Vice-Mayor McKelvin	YES
Commissioner Berry	
Commissioner Polk	YES
Commissioner King	YES

c. RESOLUTION 37-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, ADOPTING A PROCLAMATION POLICY AND PROCEDURES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Vice-Mayor McKelvin

Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Joe Kyles	YES
Vice-Mayor McKelvin	YES
Commissioner Berry	
Commissioner Polk	YES
Commissioner King	YES

d. RESOLUTION 38-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, SUPPORTING THE IMPLEMENTATION OF A SAFE AND ACCESSIBLE PEDESTRIAN SIGNAL CROSSING ALTERNATIVE AT THE

**INTERSECTION OF U.S. HIGHWAY 27 (US-27) AND STATE ROAD 80 (SR-80);
 URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO
 PRIORITIZE DESIGN AND INSTALLATION; PROVIDING FOR CONFLICTS,
 SEVERABILITY, AND AN EFFECTIVE DATE**

**Moved by: Commissioner Polk
 Seconded by: Vice-Mayor McKelvin**

	COMMISSION	VOTE	
	Mayor Joe Kyles	YES	
	Vice-Mayor McKelvin	YES	
	Commissioner Berry		
Regular City	Commissioner Polk	YES	Meeting Minutes
August 5, 2025	Commissioner King	YES	Page 4320
e. RESOLUTION			39-2025

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY,
 FLORIDA, ACCEPTING THE TWENTIETH ADDENDUM TO THE LAW
 ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF SOUTH BAY
 AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA;
 AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADDENDUM
 CONSISTENT WITH THE TERMS, ATTACHED HERETO EXHIBIT "A";
 PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
 EFFECTIVE DATE**

**Moved by: Commissioner Polk
 Seconded by: Vice-Mayor McKelvin**

7. ORDINANCE

a. ORDINANCE 04-2025

**AN ORDINANCE AMENDING ARTICLE XIX ENTITLED "LANDSCAPING
 REQUIREMENTS" TO APPENDIX "A" OF THE CITY OF SOUTH BAY'S CODE OF
 ORDINANCES**

**"ZONING";
 CREATING
 3. ENTITLED
 CREATING
 19.22
 "WATER**

	COMMISSION	VOTE
	Mayor Joe Kyles	YES
	Vice-Mayor McKelvin	YES
	Commissioner Berry	
	Commissioner Polk	YES
	Commissioner King	YES

**ENTITLED
 SPECIFICALLY
 NEW DIVISION
 "LANDSCAPE
 IRRIGATION";
 NEWSECTION
 ENTITLED**

**CONSERVATION FOR LANDSCAPE IRRIGATION"; PROVIDING FOR INTENT
 AND PURPOSE; DEFINITIONS; APPLICABILITY; YEAR-ROUND LANDSCAPE
 IRRIGATION CONSERVATION MEASURES; EXCEPTIONS; VARIANCES AND**

COMMISSION	VOTE
Mayor Joe Kyles	YES
Vice-Mayor McKelvin	YES
Commissioner Berry	
Commissioner Polk	YES
Commissioner King	YES

REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

Moved by: Vice-Mayor McKelvin
 Seconded by: Commissioner Polk

8. ROSENWALD ELEMENTARY SCHOOL

9.FINANCE REPORT

a. Accounts Payable Report

9.a. AP Report

Tabled

Moved by: Vice-Mayor McKelvin
 Seconded by: Commissioner Polk

COMMISSION	VOTE
Mayor Joe Kyles	YES
Vice-Mayor McKelvin	YES
Commissioner Berry	
Commissioner Polk	YES
Commissioner King	YES

10. CITY

CLERK REPORT

a. Healthier Glades Kickoff Celebration

b. Superintendent First Day of School Visit Invite

11. CITY MANAGER REPORT

12. CITY ATTORNEY REPORT (NONE)

13. FUTURE AGENDA ITEMS (NONE)

14. COMMISSIONER COMMENTS FOR THE GOOD OF THE ORDER

14.a. Commissioner Albert Polk

- Thank you

14.b. Commissioner Esther Berry

-

14.c. Commissioner Barbara King

- Thank you

14.d. Vice-Mayor Taranza McKelvin

- Thank you

14.e. Mayor Joe Kyles

- Thank you

15. ADJOURNMENT 8:15 pm

Moved by: Vice-Mayor McKelvin

Joe Kyles, Mayor

ATTESTED BY:

South Bay City Clerk

RESOLUTION NO. 40-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2025/2026 BETWEEN THE CITY OF SOUTH BAY AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, AS SET FORTH HERETO IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development Block Grant ("CDBG") Program in certain areas of Palm Beach County, pursuant to Title 1 of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County has made available Thirty-Seven Thousand Sixty Seven Dollars (\$37,067.00) in CDBG funding to the City of South Bay for the provision of code enforcement services and specifically for the enforcement of applicable housing and building codes; and

WHEREAS, the City of South Bay intends to utilize the aforementioned CDBG funds to pay all or a portion of the salary and benefits of one (1) full time Code Enforcement Officer; and

WHEREAS, the City Commission of the City of South Bay ("City Commission") deems it to be in the best interests of the residents of the City of South Bay to approve the CDBG grant agreement, attached hereto as Exhibit "A".

NOW THEREFORE, BE 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 and Authorization. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to enter into a CDBG Agreement for FY 2025-2026 between the City of South Bay and Palm Beach County for funding of Code Enforcement Services, attached hereto as Exhibit "A." The City Manager is further

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

Section 3. Conflict. All resolutions in conflict herewith are hereby and expressly repealed.

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

PASSED and ADOPTED this 19th day of August 2025.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Wasginton, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

CDBG Agreement - FY 2025-2026

(ATTACHED)



PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

INSTRUCTION TRANSMITTAL

TO: MUNICIPALITIES

RE: FY 2025-2026 CDBG Code Enforcement Agreement Date: 7/30/2025

1. PRINT, SIGN AND RETURN: ONE (1) SINGLE-SIDED AGREEMENT, 8 ½" X 11" ONLY AND THREE (3) ORIGINALS OF EACH SIGNATURE PAGE AND CERTIFICATION PAGE, SIGNED WITH BLUE INK OR DIGITAL SIGNATURES WITH TIME & DATE STAMP.

2. SEAL: INCLUDE SEAL ON ALL (3) SIGNATURE PAGES PROVIDED.

3. CERTIFICATE OF INSURANCE: SEE INSURANCE REQUIREMENTS FOR (MUNICIPALITY/SUBRECIPIENT) AND PROVIDE CERTIFICATE:

- (a) INSURANCE COVERAGES MUST MEET THE INSURANCE REQUIREMENTS PER COUNTY RISK MANAGEMENT AS OUTLINED IN THE AGREEMENT.
- (b) SHOW CERTIFICATE HOLDER AS: "PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS", C/O DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT, 100 AUSTRALIAN AVE, 5TH FLOOR, WEST PAM BEACH, FL 33406"

4. SIGNATORY LETTER: A LETTER CERTIFYING THE INDIVIDUAL(S) AUTHORIZED TO SIGN THE AGREEMENT, ANY LETTERS TO COUNTY AND REIMBURSEMENT REQUESTS ON BEHALF OF YOUR ORGANIZATION, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE CORPORATION. (DISREGARD IF ALREADY PROVIDED)

5. SOURCE OF AUTHORITY: THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED (E.G., BOARD RESOLUTION, MINUTES, BY LAW, ETC.)

6. DONOT STAPLE DOCUMENTS. RETURN BY 9/5/2025 TO:

ATTN: TESSA WATTLEY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT
100 AUSTRALIAN AVENUE, 5TH FLOOR
WEST PALM BEACH, FL 33406 TEL: 561-233-3610/ E: TWattley@pbc.gov

CDBG CODE ENFORCEMENT AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
CITY OF SOUTH BAY

THIS IS AN AGREEMENT, (“Agreement”) with an effective date of **October 1, 2025** (“Effective Date”), by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the “County”, and the **City of South Bay**, a Municipality, duly organized and existing by virtue of the laws of the State of Florida, hereinafter referred to as the “Subrecipient”, having its principal office at **335 SW 2nd Avenue, South Bay, FL 33493**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-25-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2025-2026** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit “A” attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **\$37,067** (“Grant Funds”) to the Subrecipient in exchange for said activities.

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

1. DEFINITIONS

- (A) **"County"** means Palm Beach County.
- (B) **"CDBG"** means the Community Development Block Grant Program of Palm Beach County.
- (C) **"DHED"** means Palm Beach County Department of Housing & Economic Development.
- (D) **"Subrecipient"** means the **City of South Bay**, a Subrecipient as defined in 2 CFR Parts 184 and 200.
- (E) **"DHED Approval"** means the written approval of the DHED Director or his designee.
- (F) **"HUD"** means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) **"Low and Moderate Income Persons"** means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

- (H) **“Program Income”** means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes “income” from revenues where “income” is more limited, and is constituted by revenues less expenses, i.e., profit.
- (I) **“Revenues”** means funds generated by activities housed on a property assisted with CDBG funds.
- (J) **“Project”** means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit “A”, for which the County is providing CDBG funding.
- (K) **“County’s Urban County Program”** shall mean the Urban County Qualification Program as defined by HUD.

2. PURPOSE

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit “A”.

3. TIME OF PERFORMANCE

The County’s obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **September 31, 2026** (“Expiration Date”). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit “A”.

4. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

Code Enforcement

The Subrecipient certifies that the activity(ies) carried out under this Agreement will constitute **Rehabilitation and Preservation Activities – Code Enforcement, under 24 CFR 570.202(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit “A” and defined in 24 CFR 570.208(a)(1)(i).

5. FUNDING DISBURSEMENT TO SUBRECIPIENT

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit “A”. In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **\$37,067**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

In order to do business with County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Subrecipient intends to use sub-consultants, Subrecipient shall ensure that all sub-consultants are registered as consultants in VSS. All subconsultant agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants are registered in VSS.

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

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

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

(B) **FINANCIAL ACCOUNTABILITY**

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

(C) **SUBCONTRACTS**

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

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

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

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

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

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

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

7. **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

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

Upon request from DHED, the Subrecipient shall provide written verification of compliance.

9. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

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

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

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

12. REVERSION OF ASSETS

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

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein.

Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

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

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

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

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

17. RECOGNITION

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

18. ADDITIONAL REFERENCE DOCUMENTS

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

- (A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Order 11478, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>
- (I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

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

19. TERMINATION AND SUSPENSION

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

(A) TERMINATION FOR CAUSE

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

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

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

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

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

20. SEVERABILITY OF PROVISIONS

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

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Carlos R. Serrano, Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Nepoleon T. Collins, Neighborhood and Services Director
City of South Bay
335 SW 2nd Avenue
South Bay, FL, 33493

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

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

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

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

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

34. REMEDIES

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

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

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

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

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

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

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

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

37. COUNTERPARTS OF THE AGREEMENT

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

38. E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall

notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

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

39. CDBG SPECIFIC REQUIREMENTS

- A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

- B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement.**

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

- C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.
- D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business enterprises for supplies and services and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

- E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.
- F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.
- G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
- H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED.

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

- I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

41. ENTIRE UNDERSTANDING

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 20____.

(SUBRECIPIENT SEAL BELOW)

CITY OF SOUTH BAY

By: _____
Joe Kyles Sr., Mayor

By: _____
Vicky Washington, City Clerk

By: _____
Leondrae D. Camel, City Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

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

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

**Approved as to Form and
Legal Sufficiency**

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

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

By: _____
Carlos R. Serrano
Deputy Director

EXHIBIT “A”

CODE ENFORCEMENT PROGRAM
SCOPE OF WORK

1. THE SUBRECIPIENT AGREES TO:

A. SCOPE OF WORK: The Subrecipient shall utilize CDBG funds to carry out code enforcement activities within the boundaries of the Subrecipient’s designated code enforcement Target Area, as defined herein. Code enforcement must primarily focus on health and safety of citizens, code compliance of businesses, buildings/structures and not just nuisance issues (overgrown lots, junk cars, etc.) and efforts must be undertaken in the ‘Target Area’ with other public and private activities to arrest the area’s deterioration and improve conditions. CDBG funds must be used in conjunction with other funding to undertake the activities.

Specifically, CDBG funds will be used to:

Pay all or a portion of the salary and FICA for the following Full-time staff: **One (1) Code Enforcement Officer** (hereinafter referred to as “Officer”), to carry out code enforcement activities in the Target Area. Expenses eligible for reimbursement are contained herein and in Schedule “IV”. The Officer’s specific duties shall include, among other things:

- (1) Patrol the Target Area for the prevention, detection, investigation and enforcement of violations of laws regulating public nuisance, health, safety and welfare;
- (2) Performing on-site inspection of buildings and properties to ensure compliance with all applicable codes and reporting to state and federal agencies when violations are identified;
- (3) Performing on-site inspection of businesses with storage and transport of hazardous wastes and reporting findings to applicable agencies;
- (4) Monitoring of public works, business activities, municipal affairs, sign standards, Federal and State regulations governing air and water quality;
- (5) Researching and maintaining updated applicable building codes;
- (6) Advising citizens and building professionals of zoning and land-use requirements;
- (7) Performing on-site inspections of businesses to ensure that proper licensing is in place;
- (8) Responding to complaints regarding code violations;
- (9) Taking action, including citations, to ensure code compliance when violations are identified and to aid in the prevention of and/or elimination of slum and blight.

B. DETERMINATION OF TARGET AREA and IDENTIFICATION of DETERIORATED CONDITIONS: The CDBG funded code enforcement activity must be concentrated in an area which is largely deteriorated, and specifically defined (the “Target Area”). **For purposes of this Agreement the CDBG Target Area is in the approximate vicinity bound on the north by Lake Okeechobee and US Highway 27; G2 Canal on the south, SE 4th Avenue on the east and Unincorporated Palm Beach County on the west. The exact geographic limits of the Target Area may be more or less than the area noted.** The City must maintain documentation of the existing deteriorated conditions on file.

Also, the City will submit, upon request, to DHED, not to exceed semi-annually, approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the Target Area.

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

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

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

D. INSURANCE BY SUBRECIPIENT

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

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

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

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

- (1) **Waiver of Subrogation:** Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability.

When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Municipality shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

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

The **Certificate Holder shall read:**

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

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

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

E. INSURANCE BY SUBRECIPIENT'S CONTRACTOR/THIRD PARTY

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

- (1) **Commercial General Liability**: Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- (a) **Additional Insured Endorsement**: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured"**. A copy of the endorsement shall be provided to County upon request.

- (2) **Business Automobile Liability**: Insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.
- (3) **Workers' Compensation**: Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- (4) **Pollution Liability/Environmental Impairment Liability**: If asbestos remediation is required, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs.

Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

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

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

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

The Certificate Holder shall read:

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

As previously stipulated, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing Contractor's insurance, upon request. Compliance with the foregoing requirement shall not relieve the Contractor or Subrecipient of its liability and obligations under this Agreement.

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

F. REPORTS: The Subrecipient shall maintain and submit to DHED the following reports:

- (1) The **Daily Activity Record**, (attached hereto as Schedule "II") shall be submitted to DHED by the 15th day of each month, and shall document the actual number and description of the code enforcement activities performed within the designated code enforcement Target Area. This report shall also be submitted with each reimbursement request and shall include all required supporting documentation, including:
- (a) A copy of the daily time sheets which account for all time worked by the Officer. The time sheets must also demonstrate the specific tasks undertaken by the Officer on identified properties and the time taken to complete each task.
 - (b) Copies of the payrolls and paychecks to the Officer corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, etc.), and satisfactory proof that the Subrecipient has paid any employer contributions due (e.g., contribution to FICA health insurance, retirement, etc.).
 - (c) Copies of documents satisfactorily proving that the Subrecipient has paid, on behalf of the employee, all contributions which are the responsibility of the employer.
 - (d) Copies of invoices and any relevant documentation requested by the County related to the vehicle leases and computer related expenses.
- (2) The **Detailed Monthly Narrative Report**, (attached hereto as Schedule "III") shall be submitted to DHED by the 15th day of each month, outlining the status of specific activities identified in the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

Section B.2. of the Detailed Monthly Narrative Report, (Schedule “III”) shall detail all program income received by the Subrecipient that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504 and as described herein.

G. PROJECT BUDGET: The Subrecipient shall utilize funds provided under this Agreement to pay for items listed under the CDBG Budget, attached hereto to as Schedule “IV”. The Subrecipient attests to the accurate completion of Schedule “IV”, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and shall promptly inform and obtain approval by the County of any changes to this budget.

Budget changes within the designated contract amount can be approved in writing by the DHED Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Subrecipient and submitted to the DHED Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

H. PERFORMANCE BENCHMARKS: In order to timely meet CDBG deadlines, the Subrecipient shall comply with the following Performance Benchmarks:

- (1) Expend and request reimbursement from the County, of at least 75% **(\$27,800.25)** of funding allocation no later than **July 15, 2026**; and
- (2) Expend 100% of the funding allocation by **September 30, 2026**.

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

The Subrecipient agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met.

Failure by the Subrecipient to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

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

I. INVOICE AND SUBMISSION FOR REIMBURSEMENT: The Subrecipient shall submit, no later than the 15th day of each month, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. Invoice amounts may vary, but total of all invoices shall not exceed the amount of Grant Funds allocated.

All reimbursement requests shall include an original invoice with the **Invoice Cover sheet**, (attached hereto as Schedule "I") which shall be signed by a person authorized by the Subrecipient to submit invoices and accompanied with a **Daily Activity Record**, attached hereto as Schedule "II", shall be submitted with each request for reimbursement.

2. COUNTY RESPONSIBILITIES:

- A.** Reimburse the Subrecipient an amount not to exceed **\$37,067** or the salary, benefits and other related expenses of the Code Enforcement Program as delineated in Schedule "IV" attached herein.
- B.** Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C.** Monitor the Subrecipient at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and will ensure compliance with HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to DHED on program activities.
- D.** Assume the environmental responsibilities described at 24 CFR 570.604.

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SCHEDULE "I"

INVOICE COVER SHEET

USE SUBRECIPIENT LETTERHEAD STATIONERY

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

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

Telephone: () _____

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

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

Approved for Submission

Date

Attachments: Daily Activity Report (Schedule "II")
Detailed Monthly Narrative Report (Schedule "III")

SCHEDULE "II"

DAILY ACTIVITY RECORD

Period covered by this reimbursement request _____ Page _____ of _____

DATE	DESCRIPTION OF CODE ENFORCEMENT WORK PERFORMED and HOURS	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITIES	IS ADDRESS WITHIN CDBG TARGET AREA
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
TOTAL HOURS			

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with DHED.

I further acknowledge that all information herein is subject to verification by DHED, Palm Beach County, U.S. HUD or their agents.

(Signature)

(Printed Name and Title)

(Date)

SCHEDULE "III"

DETAILED MONTHLY NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R _____ - _____ Month Covered: _____

Subrecipient: **City of South Bay**

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

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: 10/01/25 to 09/30/26.

B.1. CONTRACT FUNDING

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

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

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

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

Source of Program Income: _____

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

A. HIGHLIGHTS OF THE PERIOD:

B.

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

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "IV"

PROGRAM BUDGET

ORGANIZATION: City of South Bay					CONTACT NAME: Nepoleon T. Collins				
PROGRAM: Code Enforcement					TITLE: Neighborhood and Service Director				
FY 2025-2026 PALM BEACH COUNTY CDBG					PHONE: 561-996-6751				
A. PERSONNEL EXPENSES									
Salaries:	<u>FTE</u>	<u>Annual Salary</u>	<u>CDBG Funding</u>	<u>% Alloc to Program</u>	<u>City Funding</u>	<u>% Alloc to Program</u>	<u>Indirect County Funding</u>	<u>% Alloc to Program</u>	TOTAL
Code Compliance Officer	1	\$0	\$37,067		\$0		\$0		\$37,067
Fringe Benefits:									
FICA			\$0		\$2,860		\$0		\$2,860
Retirement			\$0		\$1,870		\$0		\$1,870
Health Insurance/Life Insurance			\$0		\$5,800		\$0		\$5,800
Workman's Comp			\$0		\$1,200		\$0		\$1,200
Overtime & Assoc. FICA/Unemployment			\$0		\$0		\$0		\$0
Sub-Total Personnel			\$37,067		\$11,730		\$0		\$48,797
B. OPERATING COSTS									
1 Internet Access/l-pads			\$0		\$500		\$0		\$500
2 Miscellaneous/ Ins			\$0		\$1,350		\$0		\$1,350
3 Communications/Postage/Shipping			\$0		\$1,200		\$0		\$1,200
4 Occupancy			\$0		\$750		\$0		\$750
Subtotal Operating Costs			\$0		\$3,800		\$0		\$3,800
C. ADMINISTRATIVE COSTS			\$0		\$1,870		\$0		\$1,870
TOTAL PROGRAM BUDGET			\$37,067		\$17,400		\$0		\$54,467

EXHIBIT "B"

**COMMUNITY DEVELOPMENT BLOCK GRANT
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II**

Contractor shall ensure that the requirements and obligations of both the Contractor and subcontractors contained herein are applied and enforced.

1. Equal Opportunity Requirements.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer, advising the said labor union or workers' representatives of the contractor's commitments.

(e) The contractor and all subcontractors of contractor will comply with all provisions Department of Labor regulations and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with best practice procedures and such other sanctions may be imposed and remedies invoked, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (a) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. Suspension and Debarment (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), [42 U.S.C. 6962](#), as implemented at [40 CFR part 247](#) and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

8. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

9. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) **Records Retention.** Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in [§ 91.520 of this title](#), in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small businesses, and labor surplus area firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

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SCHEDULE "I"
(TO EXHIBIT "B")

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.
4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **City of South Bay**

ADDRESS: **335 SW 2ND Avenue, South Bay, FL 33493**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

Leondrae D. Camel, City Manager

Date

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, **City of South Bay**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Leondrae D. Camel, City Manager

Date

RESOLUTION NO. 41-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, PIGGYBACKING PALM BEACH COUNTY, PATHWAY & MINOR CONSTRUCTION CONTINUING SERVICES REQUEST FOR PROPOSALS NO. 2023-1839; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay, Florida (“City”) is in need of a contractor to perform minor construction services for the City; and

WHEREAS, Palm Beach County through its competitive selection process awarded the Contract for Pathway & Minor Construction Services (“R2023-1839”) (“PBC Contract”) to Wynn & Sons Construction Co. LLC (“Contractor”) for substantially the same services sought by the City; and

WHEREAS, the City has requested and Contractor has agreed to perform the minor construction projects based on the pricing and terms and conditions of the PBC Contract; and

WHEREAS, the City desires to accept the Contractors pricing by piggy-backing the PBC Contract, including all terms, conditions and pricing therein; and

WHEREAS, the term of this Agreement shall begin on the date that it is fully executed and shall end on March 13, 2026, as set forth in Exhibit “A”; and

WHEREAS, the City Commission of the City of South Bay deems minor construction services vitally important to the residents of the City and desires to secure said services consistent with the Agreement attached hereto as Exhibit “A” and authorizes the City Manager to execute the Agreement attached hereto as Exhibit “B”.

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

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

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to piggyback the Pathway & Minor Construction Continuing Services Agreement between Wynn & Sons Environmental Construction Co. LLC and Palm Beach County, attached hereto as Exhibit "A" and the execute the Agreement for said services with the City consistent with the terms attached hereto as Exhibit "B." The City Manager is further authorized to take all necessary and expedient action to carry out the intent of this Resolution.

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

PASSED and ADOPTED this 19th day of August 2025.

Joe Kyles, Mayor

ATTEST:

Vicenta Washington, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P. A.
City Attorney

VOTE:

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

D

R2023 1839 DEC 19 2023

**AMENDMENT NO. 1 TO THE
PATHWAY & MINOR CONSTRUCTION CONTINUING SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND WYNN & SONS ENVIRONMENTAL CONSTRUCTION COMPANY, INC.
PROJECT #2022063**

This Amendment No. 1 to the Pathway & Minor Construction Continuing Services Contract (R2023-0255) (CONTRACT), dated March 14, 2023, is made and entered into the 19th day of December, 2023, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and Wynn & Sons Environmental Construction Company, Inc. (CONTRACTOR), whose Federal ID is 65-0301746 (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered into the CONTRACT on March 14, 2023 (R2023-0255);

WHEREAS, Section 3 of the Special Provisions allows for extensions and other Contract deviations but will only be exercised upon mutual written agreement through a Board approved Contract Amendment, while adhering to all other original terms, conditions and unit prices of the Contract; and

WHEREAS, by this Amendment No. 1, the CONTRACTOR and the COUNTY mutually agree to amend the CONTRACT, as provided herein.


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

1. The above recitations are true and correct and incorporated herein.
2. Page P-5A of the CONTRACT is hereby deleted and replaced with the attached Proposal Form EXHIBIT A.
3. It is the intent of the Parties hereto that this Amendment No. 1 shall not become binding until the date executed by the COUNTY.
4. Except as hereby amended, changed or modified, all other provisions of the CONTRACT shall remain in full force and effect.

Attachment 1

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

COUNTY:
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Morton L. Rose, P.E.
Director of Roadway Production

CONTRACTOR:
Wynn & Sons Environmental Construction
Company, Inc.


Daniel P. Wynn, President

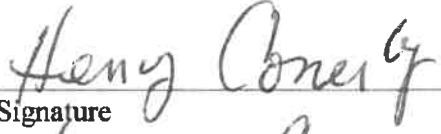
(Corp. Seal)



ATTEST WITNESS:


Signature

Robert [unclear]
Name (type or print)


Signature

HENRY CONERLY
Name (type or print)

**Exhibit A
PROPOSAL FORM**

BID PROPOSAL PATHWAY AND MINOR CONSTRUCTION CONTINUING SERVICES CONTRACT PBC PROJECT #2022063						
#	FDOT PAY ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
124	522-2	Concrete Sidewalk (6" Thick) (Driveway) (8 SY to < 35 SY)	1,000	SY	\$ 200.00	\$ 200,000.00
125	522-2	Concrete Sidewalk (6" Thick) (Driveway) (35 SY or Greater)	15,000	SY	\$ 63.00	\$ 945,000.00
126	522-2	Concrete Sidewalk (6" Thick) (Curb Ramps)	15,000	SY	\$ 89.00	\$ 1,335,000.00
127	527-2	Surface Applied Tactile Surface	7,000	SF	\$ 22.00	\$ 154,000.00
127A	527-2	Cast In Place Tactile Surface	7,000	SF	\$ 44.00	\$ 308,000.00
128	N/A	Pump Mix for Concrete Pumping	500	CY	\$ 35.00	\$ 17,500.00
129	N/A	Pumping or Hand Placement of Concrete (1/2 Day)	5	EA	\$ 1,500.00	\$ 7,500.00
130	N/A	Pumping or Hand Placement of Concrete (1 Day)	5	EA	\$ 2,000.00	\$ 10,000.00
131	110-4-10	4" Concrete Removal	5,000	SY	\$ 12.50	\$ 62,500.00
132	110-4-10	6" Concrete Removal	5,000	SY	\$ 12.50	\$ 62,500.00
SUBTOTAL (CONCRETE)						\$ 5,001,075.00
FENCING AND RAILING ITEMS						
133	550-10-212	Type B Fence (4' High) (w/ Top Rail) (Green Vinyl Clad)	200	LF	\$ 200.00	\$ 40,000.00
134	550-10-222	Type B Fence (6' High) (w/ Top Rail) (Green Vinyl Clad)	400	LF	\$ 250.00	\$ 100,000.00
135	110-1-1	Chain Link Fence (Removal & Disposal)	250	LF	\$ 100.00	\$ 25,000.00
136	550-10-410	Double Rail Wood Fence	400	LF	\$ 75.00	\$ 30,000.00
137	550-10	Double Rail Wood Fence (Relocation)	350	LF	\$ 55.00	\$ 19,250.00
138	110-1-1	Double Rail Wood Fence (Removal)	100	LF	\$ 15.00	\$ 1,500.00
139	515-1-2	Aluminum Pipe Handrail (3 Rail)	150	LF	\$ 250.00	\$ 37,500.00
140	515-1-1	Steel Pipe Handrail (3 Rail)	150	LF	\$ 250.00	\$ 37,500.00
141	515-1	Safety Pipe Rail (2")	100	LF	\$ 250.00	\$ 25,000.00
142	550-10	Field Fence	12,000	LF	\$ 25.00	\$ 300,000.00
143	550-10	Five Strand Wire Fence (See TSP's)	25,000	LF	\$ 25.00	\$ 625,000.00
144	110-1-1	Field Fence, all post type (Remove and Dispose) (See TSP's)	12,000	LF	\$ 8.00	\$ 96,000.00
145	110-1-1	Five strand Wire Fence (All Post Types) (Remove and Dispose) (See TSP's)	25,000	LF	\$ 8.00	\$ 200,000.00
146	550-60	Bull Gate (12') (See TSP's)	10	EA	\$ 2,500.00	\$ 25,000.00
147	550-60	Bull Gate (14') (See TSP's)	5	EA	\$ 3,500.00	\$ 17,500.00
148	550-60	Bull Gate (16') (See TSP's)	5	EA	\$ 4,500.00	\$ 22,500.00
SUBTOTAL (FENCING AND RAILING)						\$ 1,601,750.00
LANDSCAPING ITEMS						
149	570-1	Seed and Mulch	500	SY	\$ 4.00	\$ 2,000.00
150	570-2	Sodding (To Match Existing) (See Notes)	25,000	SY	\$ 6.99	\$ 174,750.00
151	N/A	Synthetic Turf (ForeverLawn or Equal) with 2.5" Foam Underlay	1,000	SY	\$ 50.00	\$ 50,000.00
152	N/A	Top Soil (6" Thick)	2,000	SY	\$ 11.00	\$ 22,000.00
153	N/A	Poured in Place Rubber Mulch (Rainbow Turf Products or Equal)	500	SY	\$ 85.00	\$ 42,500.00
154	110-1-1	Stump Removal	80	EA	\$ 100.00	\$ 8,000.00
155	581-1	Tree Relocation	20	EA	\$ 1,000.00	\$ 20,000.00
156	110-1-1	Tree Removal (< 12" Caliper)	50	EA	\$ 1,500.00	\$ 75,000.00
157	110-1-1	Tree Removal (12" - 24" Caliper)	50	EA	\$ 2,000.00	\$ 100,000.00
158	110-1-1	Tree Removal (Palms - All Sizes)	50	EA	\$ 1,500.00	\$ 75,000.00



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002016	Wynn & Sons Environmental Construction		Compliant					2022063	Pathway & Minor Construction Continuing Services
		Ar, XI	Monroe Guaranty Insurance Company	CA100085855	7/3/2023	7/3/2024	Auto Liability		
		Ar, XI	National Trust Insurance Company	UMB100085857	7/3/2023	7/3/2024	Excess Liability		
		Ar, XI	Monroe Guaranty Insurance Company	GL100085856	7/3/2023	7/3/2024	General Liability		
		A, XI	FCCI Insurance Company	WC0100085858	7/3/2023	7/3/2024	Workers Comp		

Risk Profile : Standard - Construction Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :



Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001994	Wynn & Sons Environmental Construction Company, In		Compliant					2022053	Wynn & Sons Environmental Construction Company, Inc.
		Ar , XI	Monroe Guaranty Insurance Company	CA100085855	7/3/2023	7/3/2024	Auto Liability		
		Ar , XI	National Trust Insurance Company	UMB100085857	7/3/2023	7/3/2024	Excess Liability		
		Ar , XI	Monroe Guaranty Insurance Company	gl100085856	7/3/2023	7/3/2024	General Liability		
		A , XI	FCCI Insurance Company	WC0100085858	7/3/2023	7/3/2024	Workers Comp		

Risk Profile : Standard - Construction Services
 Required Additional Insured : Palm Beach County Board of County Commissioners
 Ownership Entity :

STATE OF FLORIDA, COUNTY OF PALM BEACH
 I, JOSEPH ABRUZZO, Clerk of the Circuit Court &
 Com. Court, certify this to be a true and correct copy
 of the original filed in my office
 on DEC 19 2023
 at JAN 31 2024
 By [Signature]
 COUNTY CLERK
 FLORIDA

**AMENDMENT NO. 2 TO THE
PATHWAY & MINOR CONSTRUCTION CONTINUING SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND WYNN & SONS ENVIRONMENTAL CONSTRUCTION COMPANY, LLC
PROJECT #2022063**

R2024 0428 MAY 07 2024

This Amendment No. 2 (AMENDMENT) to the Pathway & Minor Construction Continuing Services Contract (R2023-0255), dated March 14, 2023 (CONTRACT), is made and entered into on May 7, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and Wynn & Sons Environmental Construction Company, LLC (CONTRACTOR) whose Federal ID is 65-0301746 (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the COUNTY and Wynn & Sons Environmental Construction Company, Inc. entered into the CONTRACT on March 14, 2023 (R2023-0255), as amended on December 19, 2023 (R2023-1839); and

WHEREAS, on January 20, 2023 Articles of Conversion were filed with the State of Florida to convert Wynn & Sons Environmental Construction Company, Inc. into Wynn & Sons Environmental Construction Company, LLC; and

WHEREAS, there are outstanding work orders under the CONTRACT (WORK ORDERS); and

WHEREAS, Section 3 of the Special Provisions of the CONTRACT allows for extensions and other CONTRACT deviations upon mutual written agreement through a CONTRACT amendment, while adhering to all other original terms, conditions and unit prices of the CONTRACT; and

WHEREAS, Amendment No. 1 to the CONTRACT (R2023-1839), dated December 19, 2023, modified the pay items; and

WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to amend the CONTRACT, as provided herein.


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

1. The above recitations are true and correct and incorporated herein.

2. The CONTRACT is hereby amended to extend the expiration date of the CONTRACT from September 13, 2024 to March 13, 2026.
3. The CONTRACT, together with WORK ORDERS, is hereby amended, to delete Wynn and Sons Environmental Construction Company, Inc., as the name of the CONTRACTOR and replace the name of the CONTRACTOR with Wynn and Sons Environmental Construction Company, LLC.
4. No Waiver or Release. Notwithstanding any other clause or provision in this AMENDMENT, it is not intended to act as a release, waiver, or relinquishment of any claims, demands, warranties, damages, causes of action or rights of the COUNTY relating to Wynn and Sons Environmental Construction Company, Inc. and all such rights are reserved by the COUNTY and shall remain notwithstanding this AMENDMENT, to the extent they arise from or are related to the terms, conditions, covenants, obligations, liabilities and duties of Wynn and Sons Environmental Construction Company, Inc. existing prior to the Effective Date of this AMENDMENT.
5. The AMENDMENT shall be effective retroactively on January 20, 2023 and shall remain in full force and effect until March 13, 2026.
6. It is the intent of the Parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
7. Except as hereby amended, changed or modified, all other provisions of the CONTRACT, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AMENDMENT to the CONTRACT, as amended, on behalf of the COUNTY and CONTRACTOR, has hereunto set its hand the day and year above written.


OWNER:
APPROVED AS TO TERMS
AND CONDITIONS

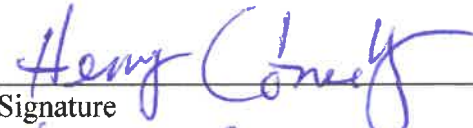
By: 
Morton L. Rose, P.E.
Director of Roadway Production

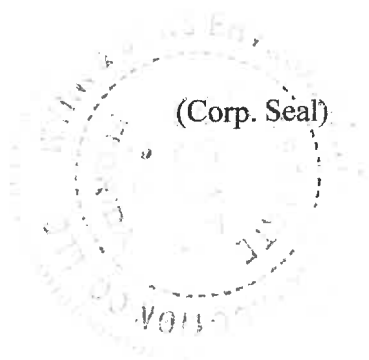
CONTRACTOR:
WYNN AND SONS ENVIRONMENTAL
CONSTRUCTION COMPANY, LLC


Wynn Free Holdings, LLC
Daniel P. Wynn, Manager

ATTEST WITNESS:


Signature
Rick Vige
Name (type or print)


Signature
HENRY COVERLY
Name (type or print)



{SIGNATURE PAGES CONTINUED}

R2024 0428

ATTEST:

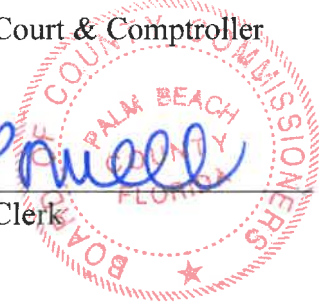
Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

COUNTY:

MAY 07 2024
Palm Beach County, a Political Subdivision
of the State of Florida, by and through its
Board of County Commissioners

By:


Deputy Clerk



By:


Maria Sachs, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

By:



Yelizaveta B. Herman
Assistant County Attorney



Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002016	Wynn & Sons Environmental Construction		Compliant					2022063	Pathway & Minor Construction Continuing Services
		A , XI	Monroe Guaranty Insurance Company	CA100085855	7/3/2023	7/3/2024	Auto Liability		
		A , XI	National Trust Insurance Company	UMB100085857	7/3/2023	7/3/2024	Excess Liability		
		A , XI	Monroe Guaranty Insurance Company	GL100085856	7/3/2023	7/3/2024	General Liability		
		A , XI	FCCI Insurance Company	WC0100085858	7/3/2023	7/3/2024	Workers Comp		

Risk Profile :

Standard - Construction Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

**AMENDMENT NO. 3 TO THE
PATHWAY & MINOR CONSTRUCTION CONTINUING SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND WYNN & SONS ENVIRONMENTAL CONSTRUCTION COMPANY, LLC
PROJECT #2022063**

R2024 0674
JUN 11 2024

This Amendment No. 3 (AMENDMENT) to the Pathway & Minor Construction Continuing Services Contract (R2023-0255), dated March 14, 2023 (CONTRACT), is made and entered into on June 11, 2024 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and Wynn & Sons Environmental Construction Company, LLC (CONTRACTOR) whose Federal ID is 65-0301746 (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the COUNTY and Wynn & Sons Environmental Construction Company, Inc. entered into the CONTRACT on March 14, 2023 (R2023-0255), as amended on December 19, 2023 (R2023-1839) and May 7, 2024 (R2024-0428); and

WHEREAS, Section 3 of the Special Provisions of the CONTRACT allows for extensions and other CONTRACT deviations upon mutual written agreement through a CONTRACT amendment, while adhering to all other original terms, conditions and unit prices of the CONTRACT; and

WHEREAS, Amendment No. 1 to the CONTRACT (R2023-1839), dated December 19, 2023, modified the pay items; and

WHEREAS, Amendment No. 2 to the CONTRACT (R2024-0428), dated May 7, 2024, extended the expiration date of the CONTRACT and recognized the CONTRACTOR's name change; and

WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to amend the CONTRACT, as provided herein.


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

1. The above recitations are true and correct and incorporated herein.
2. The CONTRACT is hereby amended to add EXHIBIT A to the CONTRACT as Technical Special Provisions.

3. It is the intent of the Parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
4. Except as hereby amended, changed or modified, all other provisions of the CONTRACT, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AMENDMENT to the CONTRACT, as amended, on behalf of the COUNTY and CONTRACTOR, has hereunto set its hand the day and year above written.

OWNER:
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Morton L. Rose, P.E.
Director of Roadway Production

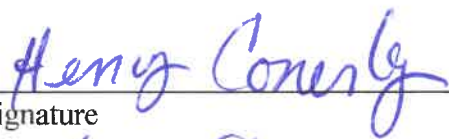
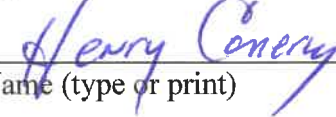
CONTRACTOR:
WYNN AND SONS ENVIRONMENTAL
CONSTRUCTION COMPANY, LLC

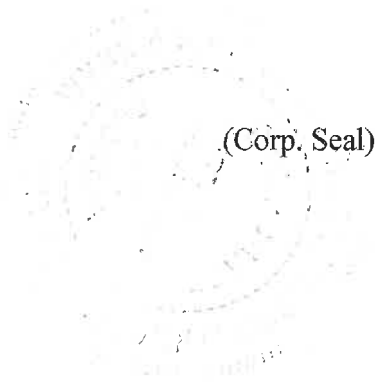

Wynn Free Holdings, LLC
Daniel P. Wynn, Manager

ATTEST WITNESS:


Signature

Name (type or print)


Signature

Name (type or print)



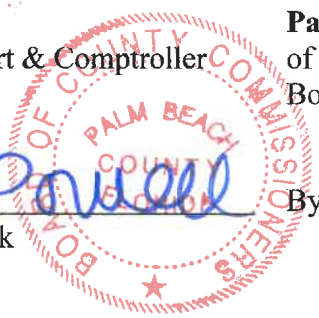
{SIGNATURE PAGES CONTINUED}

R2024 0674

ATTEST:
Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

COUNTY: JUN 11 2024
Palm Beach County, a Political Subdivision
of the State of Florida, by and through its
Board of County Commissioners

By: Tracy Powell
Deputy Clerk



By: Maria Sachs
Maria Sachs, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

By: Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

TECHNICAL SPECIAL PROVISIONS

FIELD FENCE AND 5-STRAND WIRE FENCE, FURNISH AND INSTALL

Contractor shall:

1. Furnish all materials and labor to install fencing and shall secure all necessary permits, if required.
2. Provide extra corner and end posts for openings in the fence line, at no additional charge, as requested.
3. Confirm with the designated Department representative of intended location for approval before beginning installation.
4. Coordinate utility location(s) with responsible parties. With the exception of irrigation, any repair costs to damaged utilities shall be covered by the Contractor. Down time to any Palm Beach County facility shall be kept to an absolute minimum. In the event of any discrepancies, Contractor shall notify the designated Department representative.
5. Not deviate from drawings, maps, or specifications without prior written approval from the designated Department representative, in order to keep the field fence appearance the same throughout Palm Beach County, and to facilitate maintenance and repairs.
6. Have the field crew supervisor meet with a representative from the Department prior to any work being started for each project. Field crews shall be supervised by the Contractor. Department staff is not the field supervisor but will perform frequent and/or necessary inspections.

Technical Specifications

Field Fence

FABRIC:

No. 9 Grade 60, Design Number 1047-6-9, with Class 3 zinc coating.

POSTS:

Steel posts and braces shall be standard steel posts, galvanized at the rate of 2 oz./ft., together with necessary hardware and wire clamps and meeting the following requirements:

- (A) Line posts: 8' long; 1.33 lbs./ft.; roll formed studding; anchor plate attached (23 insq.).
- (B) Approach posts: 2 3/8 " dia., 8' long; 16-gauge galvanized; with necessary hardware, cap, clamps, etc.

TECHNICAL SPECIAL PROVISIONS

(C) Approach posts: 2 3/8 " dia., 8' long; 16-gauge galvanized; with necessary hardware, cap, clamps, etc.

(D) Braces: 1 5/8" dia., 8' long; 16-gauge galvanized rail with necessary hardware, clamps, etc.

(E) The pull, corner, approach and end posts are to be set in concrete.

BARBED WIRE

Steel Barbed Wire can be either of the following types:

Type 1: This type shall conform to the requirements of ASTM A121, with two strands of 12 1/2 gage wire; four-point barbs, wire size 14 gage, twisted around both line wires; and, Class 3 coating.

Type 2: This type same as Type 1 except the two strand wires are twisted in alternating directions between consecutive barbs.

Equivalent smooth strand wire may be required where barbed wire is not permissible.

INSTALLATION

The 47" woven wire shall be attached to steel posts by a minimum of five tie wires. The single wire ties shall be applied to the top, bottom and three intermittent line wires. The ends of each tie wire shall have a minimum of two tight turns around the line wire. Tie wires shall be steel wire not less than 0.120" diameter, zinc coating Class 3, soft temper, in accordance with ASTM A641.

The woven wire shall be stretched only until one-half the tension curl has been pulled out of the line wires

Posts to be set by driving or digging. If by digging, the posts shall be set at the center of the hole and the soil tamped securely on all sides.

Pull post assemblies shall be installed at approximately 330' centers except that this maximum interval may be reduced on curves where the radius is less than 3°

Corner post assemblies are to be installed at all horizontal and vertical breaks in fence of 15° or more.

A maximum length of 1320' of wire may be installed as a unit. For pulls through a pull post assembly the fabric shall be spliced by crimping sleeves only. Pulls through a corner post assembly will not be permitted

For construction purposes, assemblies are defined as follows: End post assemblies shall consist of one end post, one approach post, one braces, one truss rod and all necessary fittings and hardware. Pull post assemblies shall consist of one pull post, two braces, two truss rods and all necessary fittings and hardware. Corner post assemblies shall consist of one corner post, two approach posts,

TECHNICAL SPECIAL PROVISIONS

two braces, two truss rods and all necessary fittings and hardware. All posts, braces, tension wires, fabric, tie wires, Class NS concrete, and all miscellaneous fittings and hardware to be included in the cost for Fencing, LF. Fencing shall be inclusive of the lengths of pull, end and corner post assemblies, but exclusive of gate widths.

Five Strand Wire

WIRE:

Steel Barbed Wire can be either of the following types:

Type 1: This type shall conform to the requirements of ASTM A121, with two strands of 12 1/2 gage wire; four-point barbs, wire size 14 gage, twisted around both line wires; and, Class 3 coating.

Type 2: This type same as Type 1 except the two strand wires are twisted in alternating directions between consecutive barbs.

Equivalent smooth strand wire may be required where barbed wire is not permissible.

POSTS:

Steel posts and braces shall be standard steel posts, galvanized at the rate of 2 oz./ft., together with necessary hardware and wire clamps and meeting the following requirements:

(A) Line posts: 8' long; 1.33 lbs./ft.; roll formed studding; anchor plate attached (23 insq.).

(B) Approach posts: 2 3/8 " dia., 8' long; 16-guage galvanized; with necessary hardware, cap, clamps, etc.

(C) Approach posts: 2 3/8 " dia., 8' long; 16-guage galvanized; with necessary hardware, cap, clamps, etc.

(D) Braces: 1 5/8" dia., 8' long; 16-guage galvanized rail with necessary hardware, clamps, etc.

(E) The pull, corner, approach and end posts are to be set in concrete.

INSTALLATION

Five strands of wire shall be attached to the post at 8" from the ground then 10" intervals above that. The ends of each tie wire shall have a minimum of two tight turns around the line wire. Tie wires shall be steel wire not less than 0.120" diameter, zinc coating Class 3, soft temper, in accordance with ASTM A641.

TECHNICAL SPECIAL PROVISIONS

Posts to be set by driving or digging. If by digging, the posts shall be set at the center of the hole and the soil tamped securely on all sides.

Pull post assemblies shall be installed at approximately 330' centers except that this maximum interval may be reduced on curves where the radius is less than 3°

Corner post assemblies are to be installed at all horizontal and vertical breaks in fence of 15° or more.

A maximum length of 1320' of wire may be installed as a unit. For pulls through a pull post assembly the fabric shall be spliced by crimping sleeves only. Pulls through a corner post assembly will not be permitted

For construction purposes, assemblies are defined as follows: End post assemblies shall consist of one end post, one approach post, one braces, one truss rod and all necessary fittings and hardware. Pull post assemblies shall consist of one pull post, two braces, two truss rods and all necessary fittings and hardware. Corner post assemblies shall consist of one corner post, two approach posts, two braces, two truss rods and all necessary fittings and hardware. All posts, braces, tension wires, fabric, tie wires, Class NS concrete, and all miscellaneous fittings and hardware to be included in the cost for Fencing, LF. Fencing shall be inclusive of the lengths of pull, end and corner post assemblies, but exclusive of gate widths.

Remove existing field fence

Contractor shall be responsible for the removal and disposal of existing fencing, as requested.

Remove existing wire fence (barbed or smooth wire)

Contractor shall be responsible for the removal and disposal of existing fencing, as requested.

12' Bull Gate

Hot-dipped galvanized steel, 2" tube, 16 gauge, 6-rail, 2" tube vertical supports, 12' length, 50" height, mounted on an 8" diameter, round, pressure-treated, wooden post, buried a minimum of 3' below ground.

14' Bull Gate

Hot-dipped galvanized steel, 2" tube, 16 gauge, 6-rail, 2" tube vertical supports, 14' length, 50" height, mounted on an 8" diameter, round, pressure-treated, wooden post, buried a minimum of 3' below ground.

TECHNICAL SPECIAL PROVISIONS

16' Bull Gate

Hot-dipped galvanized steel, 2" tube, 16 gauge, 6-rail, 2" tube vertical supports, 16' length, 50" height, mounted on an 8" diameter, round, pressure-treated, wooden post, buried a minimum of 3' below ground.

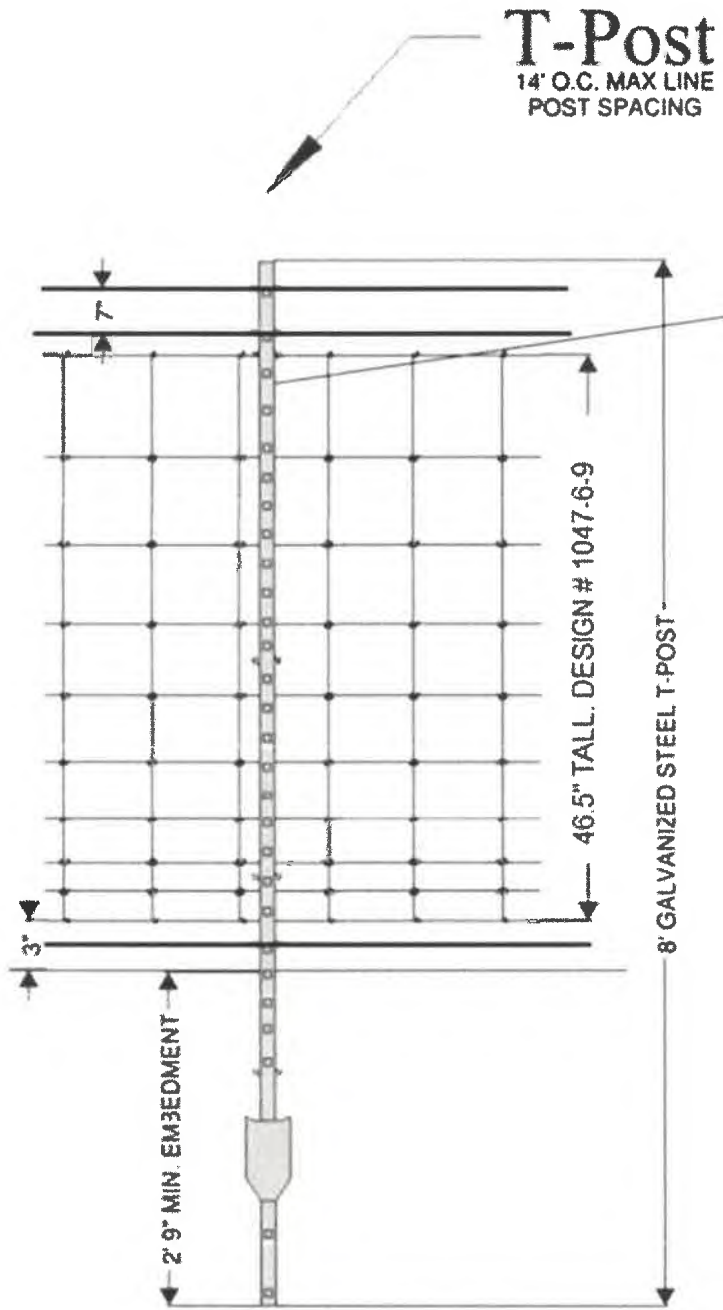
ACCEPTANCE

Delivered items shall not be considered "accepted" until the designated Department representative has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Department may return, at the expense of the Contractor and for a full refund, any item(s) received which fails to meet the Department's specifications or performance standards.

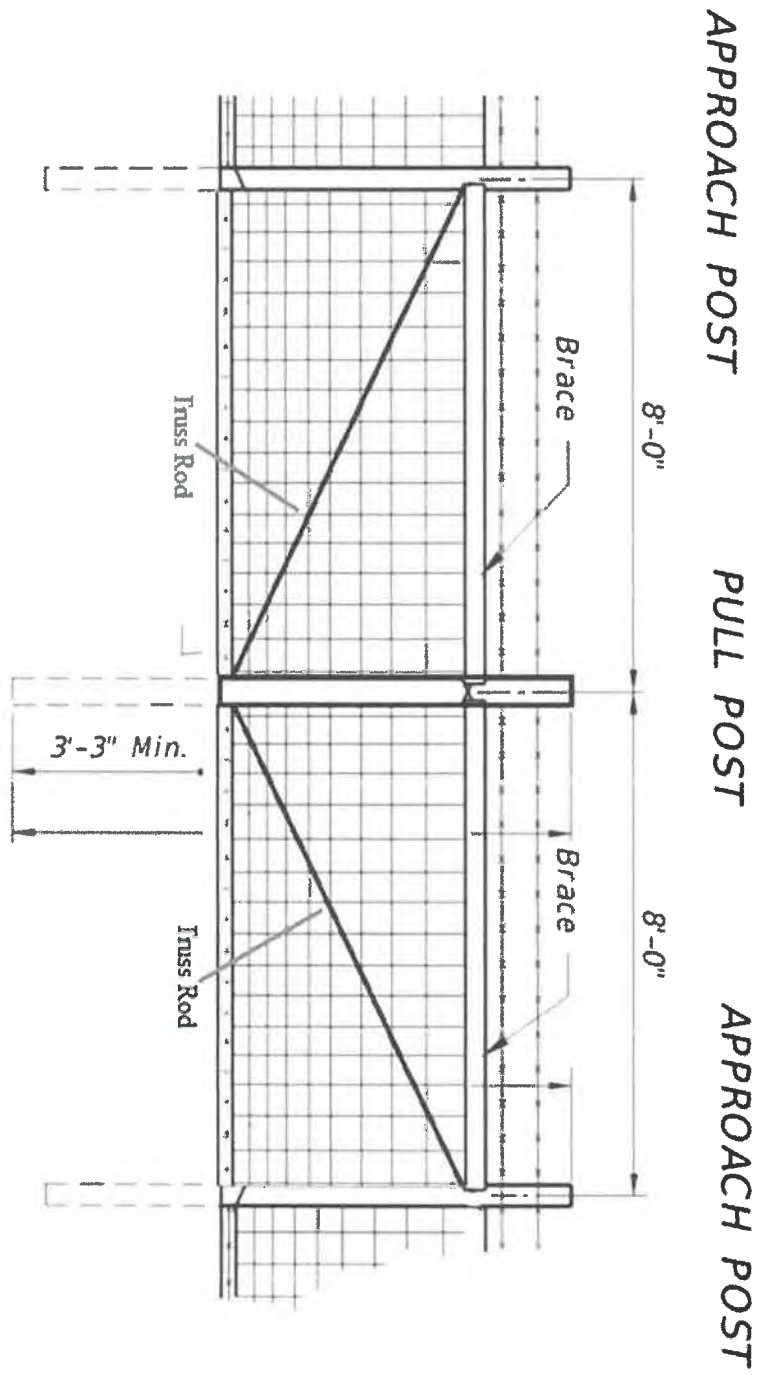
PAYMENT

Payment will be based on the prices offered on the Proposal pages. Payment shall be rendered only upon the Department's satisfaction and acceptance of services/goods received. No additional compensation shall be paid for travel, fuel, mileage, labor, permits, supervision, equipment/machinery, materials, tools, transportation and other facilities and services necessary to fully provide the goods/services, or any/all incidental expenses that may arise from this service.

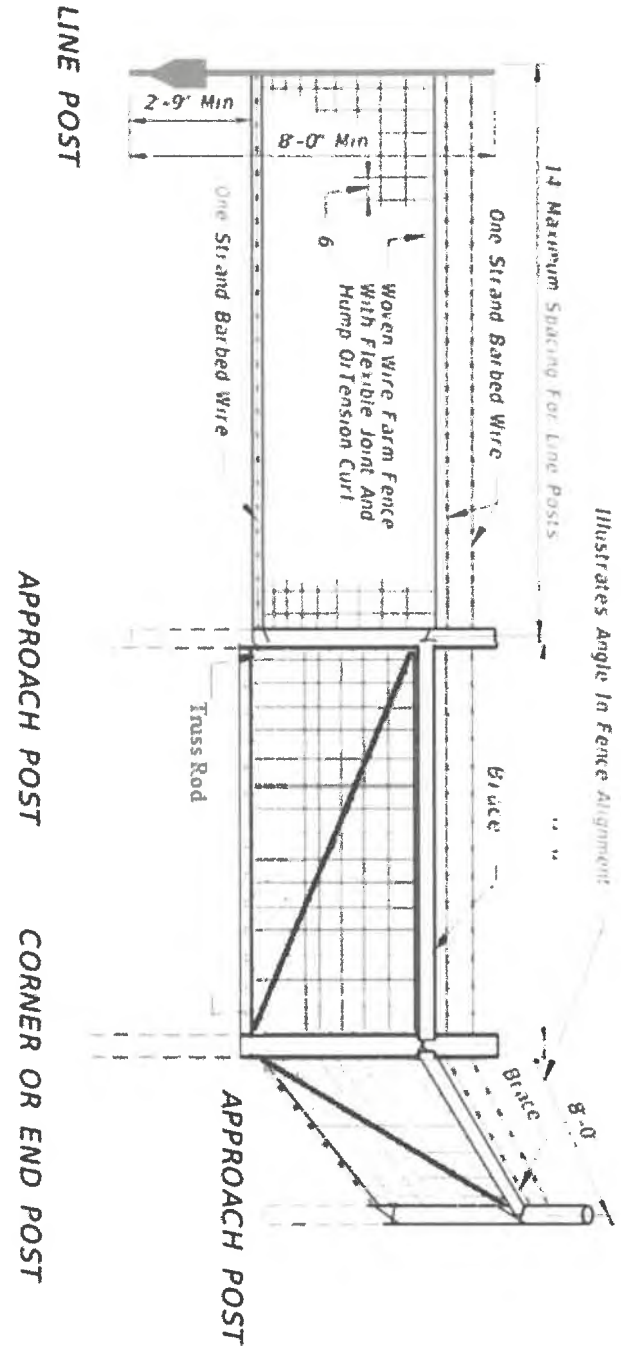
TECHNICAL SPECIAL PROVISIONS



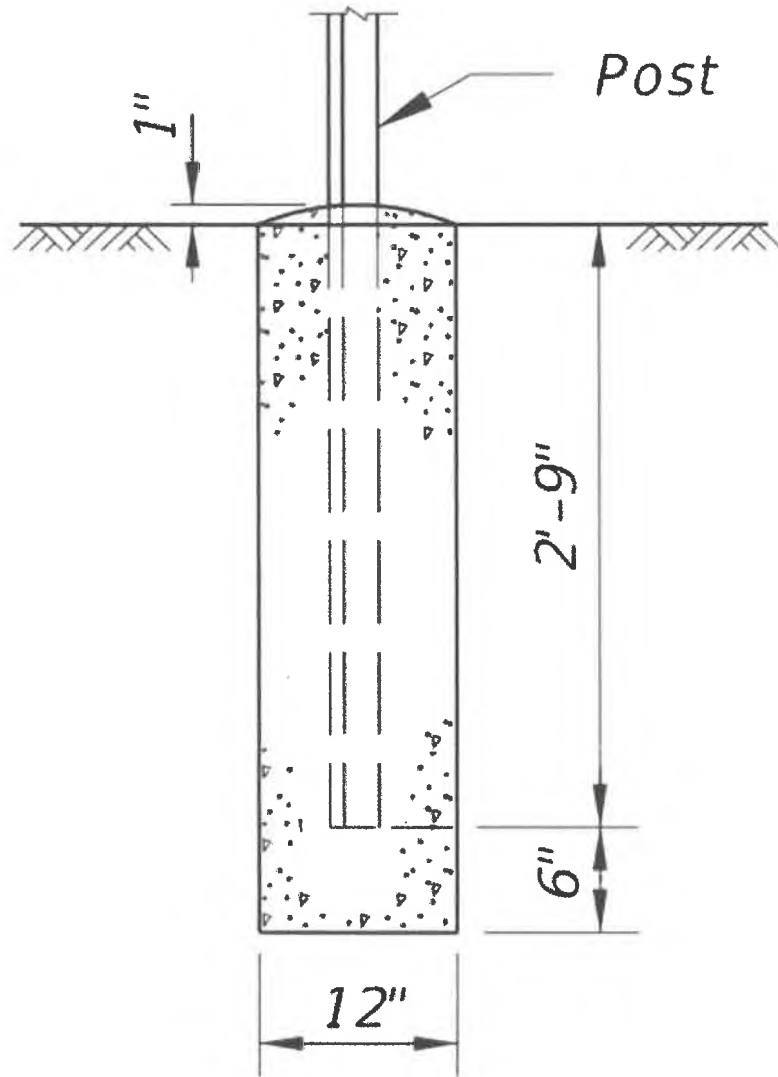
TECHNICAL SPECIAL PROVISIONS



TECHNICAL SPECIAL PROVISIONS

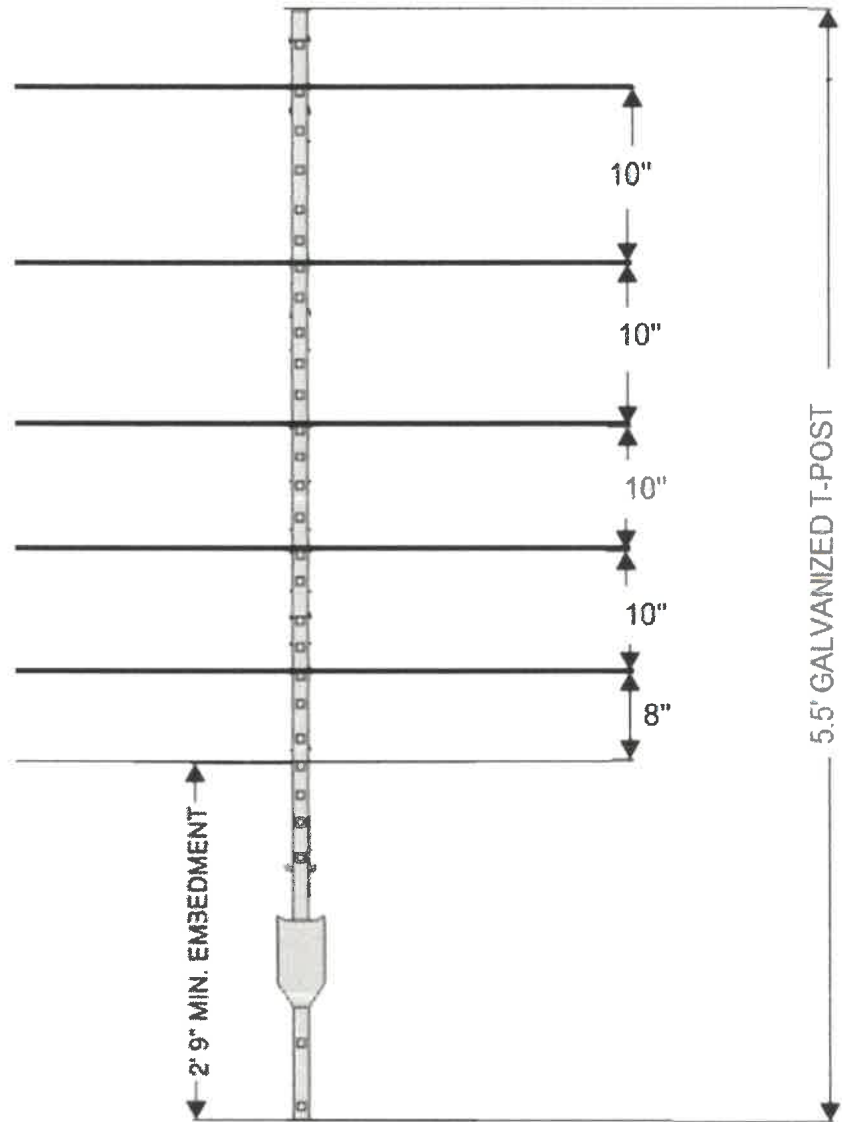


TECHNICAL SPECIAL PROVISIONS

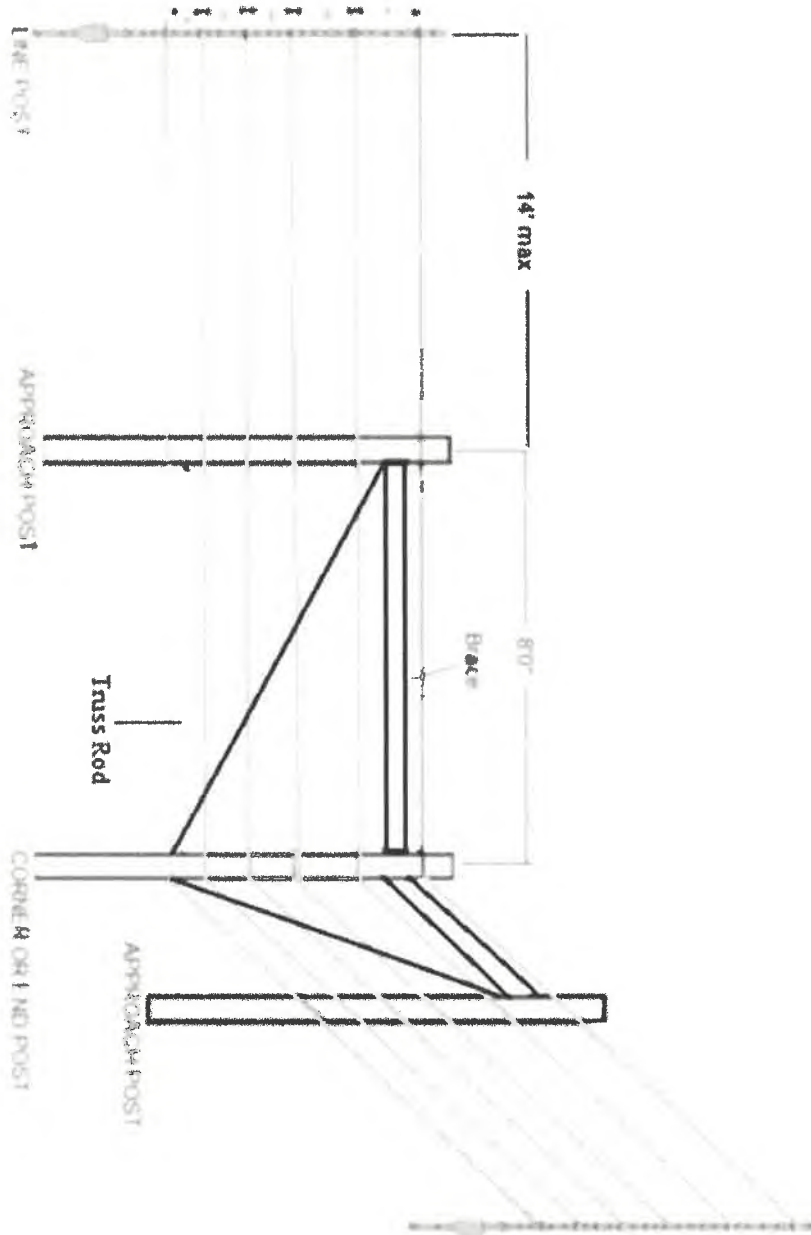


(Pull, Corner, End And Approach Posts)

TECHNICAL SPECIAL PROVISIONS



TECHNICAL SPECIAL PROVISIONS





**Engineering and
Public Works Department**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbc.gov



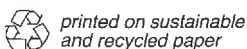
**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor
Sara Baxter, Vice Mayor
Gregg K. Weiss
Joel Flores
Marci Woodward
Maria Sachs
Bobby Powell, Jr.

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



January 22, 2025

Wynn & Sons Environmental Construction Company, Inc.
7268 Belvedere Road
West Palm Beach, FL 33411

Attn: Dan Wynn

**RE: PATHWAY & MINOR CONSTRUCTION
CONTINUING SERVICES CONSTRUCTION
CONTRACT
AMENDMENT NUMBER 4
PALM BEACH COUNTY PROJECT NO.: 2022063
CONTRACT DATED: March 14, 2023 (R2023-0255)**

Dear Mr. Wynn:

Attached please find the above referenced Continuing Services Construction Contract, Amendment No. 4, which was approved by the Board of County Commissioners on January 14, 2025 (R2025-0074). It is also available for download at the following website:

discover.pbcgov.org/engineering/roadwayproduction/Pages/CCNA.aspx

The County's user departments will contact you when your services are required.

If you have any questions, please contact Holly B. Knight, P.E., Contracts Section Manager at hknight@pbc.gov.

Sincerely,


* _____

Morton L. Rose, P.E., Director
Roadway Production Division

Attachment: Executed Amendment No. 4

Ec: David L. Ricks, P.E., County Engineer

Page 1 of 2



**RE: PATHWAY & MINOR CONSTRUCTION
CONTINUING SERVICES CONSTRUCTION CONTRACT
AMENDMENT NUMBER 4
PALM BEACH COUNTY PROJECT NO.: 2022063
CONTRACT DATED: March 14, 2023 (R2023-0255)**

Ec's continued:

Joanne M. Keller, P.E., Deputy County Engineer
Steven B. Carrier, P.E., Assistant County Engineer
Allen F. Gray, Manager SBE Division, OEBO
Angela Smith, Small Business Development Specialist III, OEBO
Susan C. Brown, Asst. Manager, Finance, Payables, Clerk and Comptroller
Patricia Joyce, Contract Analyst, Payables, Clerk and Comptroller
Minhnhat Batog, Senior Contract Analyst, Clerk and Comptroller
Flor De Liz Ramirez, Administrative Specialist I, Clerk and Comptroller
Jessica Comis, Manager, Finance Services, Clerk and Comptroller
Kenny Rampersad, Director, Administrative Services Division
Morton L. Rose, P.E., Director, Roadway Production Division
Kathleen O. Farrell, P.E., Assistant Director, Roadway Production Division
Kristine Frazell-Smith, P.E., Local Roads Manager, Roadway Production Division
Maroun Azzi, P.E., Thoroughfare Roads Manager, Roadway Production Division
Carlos Bojorge, P.E., Special Projects Manager, Roadway Production Division
Holly B. Knight, P.E., Contracts Section Manager, Roadway Production Division
Geraldine Lazzarino-Kelly, Technical Assistant I, Roadway Production Division
Danny Ramlalsingh, Fiscal Manager, Administrative Services Division
Yicel Corcino, Financial Analyst II, Administrative Services Division
Susan Hudson, Financial Analyst I, Administrative Services Division
Kathy Smith, Fiscal Specialist III, Administrative Services Division
Brenda Znachko, Director, Contract Development and Control Division, OFMB
Albert Hoffman, Director, Construction Coordination Division
Motasem Al-Turk, P.E., Director, Traffic Engineering Division
Fattoush Jafar, Sr. P.E., Traffic Engineering Division
Adam Faustini, Director, Road and Bridge Division
Dan Doyle, Assistant Director, Road & Bridge Division
Thomas Coppini, Bridge Superintendent, Road and Bridge Division
Craig Lloyd, Road Superintendent, Road and Bridge Division
Mark Davis, Bridge Inspection Supervisor, Road and Bridge Division
Ali Bayat, Director, Water Utilities Department
Fernando DelDago, CID Director, Facilities Development and Operations
Jennifer Cirillo, Director, Parks & Recreation Department
Deborah Drum, Director, Environmental Resources Management
Laura Beebe, Director, Department of Airports
Melody Thelwell, Director, Purchasing Department
Tiffany Thomas, Contract Oversight Specialist, Office of the Inspector General
Yelizaveta B. Herman, Assistant County Attorney's Office
Fay Reynolds, Legal Secretary, County Attorney's Office
Sean Reilly, Construction Coordinator, Traffic Division
Graciela MCAusland, Construction Coordinator, Traffic Division
Amar Kalabic, Construction Coordinator, Traffic Division
Lauren Magierowski, Director, Fire Rescue Headquarters
Natalia Restrepo, Contract Manager, Fire Rescue Headquarters

Page 2 of 2

**AMENDMENT NO. 4 TO THE
PATHWAY & MINOR CONSTRUCTION CONTINUING SERVICES CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND WYNN & SONS ENVIRONMENTAL CONSTRUCTION COMPANY, LLC
PROJECT #2022063**

R 2025 0074

This Amendment No. 4 (AMENDMENT) to the Pathway & Minor Construction Continuing Services Contract (R2023-0255), dated March 14, 2023 (CONTRACT), is made and entered into on January 14, 2025 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and Wynn & Sons Environmental Construction Company, LLC (CONTRACTOR) whose Federal ID is 65-0301746 (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered into the CONTRACT on March 14, 2023 (R2023-0255), as amended on December 19, 2023 (R2023-1839), May 7, 2024 (R2024-0428) and June 11, 2024 (R2024-0674); and

WHEREAS, Section 1 of the Special Provisions of the CONTRACT allows increasing the Contract amount upon mutual written agreement through a Board approved CONTRACT amendment; and

WHEREAS, Amendment No. 1 to the CONTRACT (R2023-1839), dated December 19, 2023, modified the pay items; and

WHEREAS, Amendment No. 2 to the CONTRACT (R2024-0428), dated May 7, 2024, extended the expiration date of the CONTRACT and recognized the CONTRACTOR's name change; and

WHEREAS, Amendment No. 3 to the CONTRACT (R2024-0674), dated June 11, 2024, amended the CONTRACT to add Technical Special Provisions; and


WHEREAS, by this AMENDMENT, the CONTRACTOR and the COUNTY mutually agree to amend the CONTRACT, as provided herein.

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

1. The above recitations are true and correct and incorporated herein.
2. The Contract amount is hereby amended to increase the amount by \$8,000,000 from \$26,200,000 to \$34,200,000.
3. The CONTRACT is hereby amended to add the Nongovernmental Entity Human Trafficking Affidavit (Exhibit A) to the CONTRACT.
4. It is the intent of the Parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
5. Except as hereby amended, changed or modified, all other provisions of the CONTRACT, as amended, shall remain in full force and effect.


IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AMENDMENT to the CONTRACT, as amended, on behalf of the COUNTY, and CONTRACTOR, has hereunto set its hand the day and year above written.

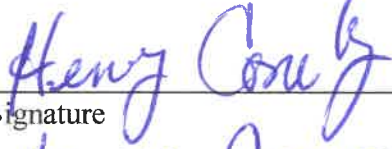
OWNER:
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Morton L. Rose, P.E.
Director of Roadway Production

CONTRACTOR:
WYNN AND SONS ENVIRONMENTAL CONSTRUCTION COMPANY, LLC **ATTEST WITNESS:**


Wynn Free Holdings, LLC
Daniel P. Wynn, Manager


Signature
Rock Voge
Name (type or print)


Signature
HENRY CONERLY
Name (type or print)

(Corp. Seal)

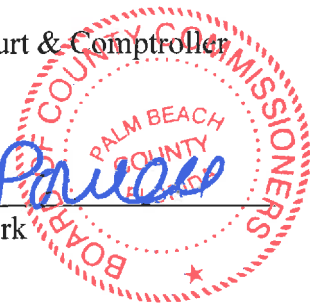
{SIGNATURE PAGES CONTINUED}

R 2025 0074
JAN 14 2025

ATTEST:
Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

COUNTY:
Palm Beach County, a Political Subdivision
of the State of Florida, by and through its
Board of County Commissioners


By: 
Deputy Clerk



By: 
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

By: 
Yelizaveta B. Herman
Assistant County Attorney

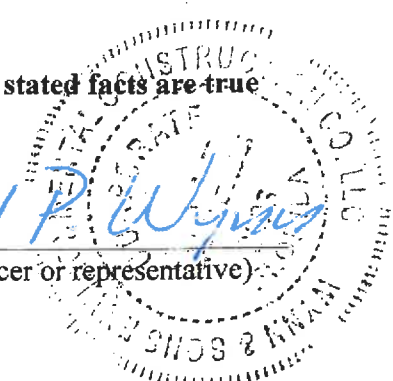
**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Wyvern Soils Environmental Construction & LLC
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

[Signature]
(signature of officer or representative)

Daniel P. Wyvern
(printed name of officer or representative)



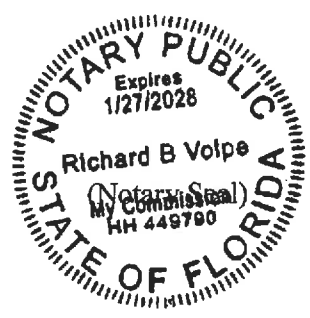
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 23rd day of Dec, 2024, by Daniel P. Wyvern

Personally known OR produced identification .

Type of identification produced _____

[Signature]
NOTARY PUBLIC
My Commission Expires _____
State of Florida at large



**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Wynn + Sons Environmental Construction Co LLC
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

[Signature]
(signature of officer or representative)

Daniel P. Wynn
(printed name of officer or representative)

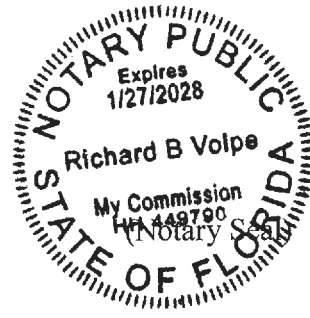
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 23rd day of Dec 2021, by Daniel P. Wynn.

Personally known OR produced identification .

Type of identification produced _____

NOTARY PUBLIC
My Commission Expires:
State of Florida at large





**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002016	Wynn & Sons Environmental Construction	Ar, XI	Brierfield Insurance Company	CA100085855	7/9/2024	7/9/2025	Auto Liability	2022063	Pathway & Minor Construction Continuing Services
		Ar, XI	National Trust Insurance Company	UMB100085857	7/9/2024	7/9/2025	Excess Liability		
		Ar, XI	FCCI Insurance Company	GL100085856	7/9/2024	7/9/2025	General Liability		
	Standard - Construction Services	A, XI	FCCI Insurance Company	WC0100085858	7/9/2024	7/9/2025	Workers Comp		

Risk Profile : Standard - Construction Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

**CITY OF SOUTH BAY AGREEMENT FOR MINOR CONSTRUCTION
PROJECTS**

**Piggyback Palm Beach County Request for Proposal
(RFP) #2023-1839
Construction Services**

This Agreement is made this _____ day of August 2025, between the City of South Bay, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 335 SW 2nd Ave, South Bay, Florida 33493 (the "**City**"), and Wynn & Sons Environmental Construction Co. LLC whose address is 7268 Belvedere Rd, West Palm Beach, Florida 33411 (the "**Contractor**").

WITNESSETH

WHEREAS, the City is in need of a contractor to perform minor construction projects for the City; and

WHEREAS, Palm Beach County, through its competitive selection process, awarded a Contract for Pathway & Minor Construction Continuing Services (R2023-1839) ("PBC Contract" hereafter) to the Contractor for substantially the same services sought by the City; and

WHEREAS, the City requested and the Contractor has agreed to honor the terms and pricing of the PBC Contract; and

WHEREAS, the City desires to accept Contractor's pricing by piggy-backing the PBC Contract including all terms, conditions and pricing therein; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon full execution and ends March 13, 2026, as set forth in the Pathway & Minor Construction Continuing Services Contract.

Section 2. Contract Terms. The Contractor agrees to provide the City with Minor Construction Services in accordance with the City's requirements as set forth herein and the Standard Contract between Palm Beach County and the Contractor dated on or about March 14, 2023 (the "Palm Beach County Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be this: Agreement, the Palm Beach County Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices that have already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Leondrae Camel, (City Manager). The City Manager shall be the City Representative and may be reached at (561) 996-6751 Ext. 130.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of South Bay shall be substituted for Palm Beach County with regard to any and all provisions of the Palm Beach County Agreement, the RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Leondrae Camel, City Manager
 City of South Bay
 335 SW 2nd Ave
 South Bay, Florida 33493

Copy To: Burnadette Norris-Weeks, P.A.
 City Attorney
 Burnadette Norris-Weeks, P.A.
 401 NW 7th Avenue
 Fort Lauderdale, Florida 33311

For Contractor: Daniel P. Wynn
Wynn & Sons Environmental Construction Co. LLC
7268 Belvedere Rd
West Palm Beach, FL 33411

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 996-6751 Ext. 119, email: sbcityclerk@southbaycity.com OR BY MAIL: City of – City Clerk's Office, 335 SW 2nd Avenue, South Bay, FL, 33493

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CITY: City of South Bay

By: _____
Leondrae Camel, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF
AND RELIANCE BY THE CITY OF SOUTH BAY ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Vicenta Washington, City Clerk

CONTRACTOR:
Wynn & Sons Environmental Construction Co. LLC

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT "A"

RESOLUTION 42-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, APPOINTING _____ AS A CITY OF SOUTH BAY CITY COMMISSIONER TO SERVE UNTIL THE NEXT REGULARLY SCHEDULED CITY ELECTION IN MARCH 2026; PROVIDING FOR ADOPTION OF REPRESENTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, due to the death of former City Commissioner Esther Berry, the City of South Bay desires to appoint a replacement to fill the term of the vacancy until the next election; and

WHEREAS, pursuant to Section 1-7 of the City Charter entitled "*Resignation, suspension, removal, death, of a city commissioner*", the appointment of a city commissioner may be made by the remaining commissioners in the event of resignation, suspension, removal or death of a sitting commissioner; and

WHEREAS, the City Commission desires to choose a qualified successor to fill the vacancy created by the death of Esther Berry until the next regularly scheduled City election, in March 2026.

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. **APPOINTMENT OF COMMISSIONER.** The City Commission of the City of South Bay, Florida, hereby appoints _____ to the City Commission to fill the Seat 1 vacancy created by the death of former City Commissioner Esther Berry. Following the oath of office, the individual shall serve until the next regularly scheduled City election to take place in March 2026 as determined by the Palm Beach County Supervisor of Elections.

Section 3. **EFFECTIVE DATE.** This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 19th day of August 2025

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Washington, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

RESOLUTION 43-2025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, PALM BEACH COUNTY, FLORIDA APPOINTING A CITY TREASURER; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, pursuant to Section 2-1 of the City of South Bay’s Charter (“Charter), the City Commission at its annual organization meeting in March of each year is required to appoint a City Treasurer; and

WHEREAS, pursuant to Section 2-3 of the Charter, the Treasurer “shall perform such duties as the commission may prescribe by any ordinance or resolution, and as provided by Charter”; and

WHEREAS, due to the untimely death of the former treasurer, the City of South Bay desires to appoint a new Treasurer from the existing members of the City Commission; and

WHEREAS, the City Commission desires to appoint _____ as the new City Treasurer.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of South Bay, Florida that:

1. _____ is hereby appointed as the City Treasurer of the City of South Bay, effective immediately.
2. The newly appointed Treasurer shall be added as an official bank signor, alongside the Mayor and the Finance Director with the authority granted by this Resolution.

PASSED AND ADOPTED this 19th of August, 2025.

Joe Kyles, Mayor

ATTEST:

By: _____
Vicenta Washington, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



City of South Bay

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

www.southbaycity.com

Commission

- Joe Kyles Sr.
Mayor
- Taranza McKelvin
Vice Mayor
- Esther E. Berry
- Albert Polk
- Barbara King
- Leondrae Camel
City Manager
- City Clerk
Vicenta Washington
- Bernadette Norris-Weeks
City Attorney

To: Honorable Mayor and Commissioners
 From: Massih Saadatmand, Finance Director
 Thru: Mr. Leondrae Camel, City Manager
 Date: August 14, 2025
 Ref: Weekly check register

Enclosed, please find the summary of check register as of August 14, 2025:

General Fund

• Utility:		
	Comcast	\$ 1,316.29
	FPL	7,204.45
	PBC WUDept	6,204.93
• CAP Government		2,045.00
• JHL		2,030.00
• Civic Plus		4,275.63
• Gulf Stream Council		3,000.00
• Marathon		3,047.65
• Total Solution		12,250.00
• Purchased of supplies, materials and parts		1,474.80
• Payment for various services		5,155.18
• Payroll Deductions		202.90
• Other		<u>6,513.69</u>
	Total	\$ <u>54,720.52</u>

Sanitation Fund

Waste Management		\$ <u>2,138.45</u>
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"An equal Opportunity
 Affirmative Action Employer"

AP Immediate Check Register Report

City Of South Bay (CSBFND)

8/12/2025 11:16:34 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17130	TOTAL SOLUTION CONTR	TOTAL SOLUTION CONTRACTORS, INC	08/11/2025	12,250.00	
17131	JOE KYLES	JOE KYLES	08/12/2025	138.34	
Totals:				Total Transactions :	12,388.34

AP Check Register Report

City Of South Bay (CSBFND)

8/8/2025 3:15:26 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17122	1050	GULF STREAM COUNCIL, INC.	08/08/2025	3,000.00	
17123	1364	DREW BEINHAKER, ESQUIRE	08/08/2025	202.90	
17124	BELLE GLADE CHAMBER	BELLE GLADE CHAMBER OF COMMERCE	08/08/2025	300.00	
17125	MARATHON/MEX BANK	WEX BANK	08/08/2025	3,047.65	
17126	ORIGINAL EQUIPMENT	ORIGINAL EQUIPMENT	08/08/2025	318.57	
17127	PRIMESTAR DIGITAL NET	PRIMESTAR DIGITAL NETWORK	08/08/2025	585.00	
17128	QUADIENT FINANCE USA	QUADIENT LEASING USA, INC.	08/08/2025	500.00	
17129	TRACTOR SUPPLY	TRACTOR SUPPLY CREDIT PLAN	08/08/2025	554.98	
				Non-Electronic Transactions:	8,509.10
				Total Transactions:	8,509.10

AP Check Register Report

City Of South Bay (CSBFND)

8/5/2025 2:57:00 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17114	1319	FLORIDA INSTITUTE OF GOVERNMENT	08/05/2025	950.00	
17115	AMERICAN PUBLIC LIFE I	AMERICAN PUBLIC LIFE INSURANCE COMPANY	08/05/2025	1,256.45	
17116	CAP GOVERNMENT	CAP GOVERNMENT	08/05/2025	2,045.00	
17117	EVERGLADES FARM EQU	EVERGLADES EQUIPMENT GROUP	08/05/2025	183.30	
17118	INDEPENDENT NEWSPAF	INDEPENDENT NEWSMEDIA INC.USA	08/05/2025	128.52	
17119	JLH ASSOCIATES	JLH ASSOCIATES	08/05/2025	2,030.00	
17120	LAKE HARDWARE	LAKE HARDWARE	08/05/2025	28.78	
17121	PBC WATER UTILITIES	PALM BEACH COUNTY WATER UTILITIES	08/05/2025	6,204.93	
				Non-Electronic Transactions:	12,826.98
				Total Transactions:	12,826.98

AP Check Register Report

City Of South Bay (CSBFND)

8/4/2025 12:13:41 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17108	1289	ALBERT POLK	08/04/2025	252.38	
17109	BARBARA KING	BARBARA KING	08/04/2025	252.38	
17110	JOE KYLES	JOE KYLES	08/04/2025	234.00	
17111	LEONDRAE D. CAMEL	LEONDRAE D. CAMEL	08/04/2025	264.00	
17112	TARANZA MCKELVIN	TARANZA MCKELVIN	08/04/2025	283.73	
17113	VICENTA DEL BOSQUEZ	VICENTA J. WASHINGTON	08/04/2025	283.73	
				Non-Electronic Transactions:	1,570.22
				Total Transactions:	1,570.22

AP Check Register Report

City Of South Bay (CSBFND)

8/1/2025 11:18:47 AM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17099	1072	PARTY JAM RENTAL LLC	08/01/2025	400.00	
17100	1437	STITCH BY STITCH	08/01/2025	1,297.00	
17101	CIVICPLUS INC	CIVICPLUS LLC	08/01/2025	4,275.63	
17102	FDOT	FDOT	08/01/2025	46.68	
17103	FPL	FPL	08/01/2025	7,204.45	
17104	JORDAN CONNORS GROU	JORDAN CONNORS GROUP, INC	08/01/2025	1,666.66	
17105	LAKE HARDWARE	LAKE HARDWARE	08/01/2025	151.95	
17106	PBC LEAGUE OF CITIES	PALM BEACH COUNTY LEAGUE OF CITIES	08/01/2025	175.00	
17107	WALMART (CAPITAL ONE	CAPITAL ONE	08/01/2025	237.22	
				Non-Electronic Transactions:	15,454.59
				Total Transactions:	15,454.59

AP Check Register Report

City Of South Bay (CSBFND)

7/30/2025 3:07:31 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
17095	1380	SOUTH FLORIDA EVENTS	07/30/2025	1,875.00	
17096	1434	ROJEAN WILLIAMS / RD SERVICES AND	08/30/2025	100.00	
17097	COSTCO	COSTCO	07/30/2025	130.00	
17098	PETTY CASH	CITY OF SOUTH BAY-PETTY CASH	07/30/2025	350.00	
				Non-Electronic Transactions:	2,655.00
				Total Transactions:	2,655.00

AP Check Register Report

City Of South Bay (CSBFND)

8/8/2025 2:15:02 PM

Page 1

Check Number	Vendor Number	Vendor Name	Check Date	Check Amount	Classification
381	WASTE MANAGEMENT	WASTE MANAGEMENT INC. OF FLORIDA	8/08/2025	2,138.45	
				Non-Electronic Transactions:	2,138.45
				Total Transactions:	2,138.45