

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting

Tuesday, June 24, 2025, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Mayor Keith W. Babb, Jr.
Vice Mayor Sanquetta Cowan-Williams
Commissioner Derrick Boldin
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

CHARTER OFFICERS:

Michael E. Jackson, City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, P.A., City Attorney

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS**
- E. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS** *(agenda items only)*

(This section of the agenda allows for comments from the public to speak. Each speaker will be given a total of three (3) minutes to comment. A public comment card should be completed and returned to the City Clerk. When you are called to speak, please go to the podium or unmute your device, and prior to addressing the Commission, state your name and address for the record)

- 1. Proclamation - July 16, 2025 as 14th Annual KidsFit Jamathon®

- F. CONSENT AGENDA**

- 1. June 10, 2025 City Commission Workshop Minutes
- 2. June 10, 2025 City Commission Meeting Minutes

- G. OLD BUSINESS** *(discussion of existing activities or previously held events, if any)*

- 1. Update - City Projects

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- I. RESOLUTION(S)**

- 1. RESOLUTION 2025-36 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A DONATION POLICY FOR MONETARY AND NON-MONETARY DONATIONS AS SET FORTH IN EXHIBIT "A" HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- 2. RESOLUTION 2025-37 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING A ONE-YEAR EXTENSION OF THE AGREEMENT WITH BLACK MOUNTAIN SOFTWARE, LLC FOR THE PROVISION OF CLOUD HOSTING AND ACCOUNTING RELATED SUPPORT SERVICES IN THE AMOUNT OF \$15,447.95 AS A SOLE SOURCE VENDOR; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

- J. NEW BUSINESS** *(presentation by city manager of activity or upcoming event, if any)*

- 1. Discussion and direction regarding rescheduling of the Facilities and Vehicle Policies Workshop to August 12, 2025, and placement of the item on the August 26, 2025 City Commission Meeting Agenda - Vice Mayor Cowan-Williams
 - 2. Discussion and direction to pursue a civil lawsuit against former city managers Chandler Williamson, Rodney Lucas, Jongelene Adams, and Greg Thompson for the four million dollars (\$4,000,000) - Commissioner Scott
 - 3. Discussion and direction to logo to City vehicles - Commissioner Scott

- K. REPORT OF THE MAYOR**

L. REPORT OF THE CITY MANAGER

M. REPORT OF THE CITY ATTORNEY

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

O. GENERAL PUBLIC COMMENTS (*items not on the agenda*)

P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER (*community events, feel good announcements, if any*)

Q. ADJOURN

Any citizen of the audience wishing to appear before the City Commission to speak with reference to any agenda or non-agenda item must complete the “Request for Appearance and Comment” form and present completed form to the City Clerk prior to commencement of the meeting.

Should any person seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will 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. (Reference: Florida Statutes 286.0105)

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting the Office of the City Clerk at 561-924-5534. If hearing impaired, contact Florida Relay at 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26)

PROCLAMATION

WHEREAS, the City of Pahokee takes special notice of and proudly acknowledges the exceptional service that Digital Vibez has provided for more than 15 years to our most valuable citizens—our children; and

WHEREAS, founded in 2010, Digital Vibez was established to reach underserved youth in Palm Beach County through mentoring programs that incorporate dance fitness, technology, and the arts; and

WHEREAS, Digital Vibez partners with more than 200 local afterschool sites, community-based organizations, and summer camp programs, impacting the lives of thousands of children each year; and

WHEREAS, the organization extends its services to children throughout and beyond Palm Beach County, ensuring inclusive and widespread engagement; and

WHEREAS, Digital Vibez hosts impactful events such as Let's Move PBC, and offers programs like Wellness Workshops, Fitness Jamz, and Digital Expressions, giving children the opportunity to create songs and videos to express themselves; and

WHEREAS, KidsFit Jamathon® is recognized as the largest kids dance fitness concert in the nation; and

WHEREAS, Digital Vibez has gained national recognition and inspired millions, including a viral TikTok dance video with over 42 million views, bringing positive attention to Palm Beach County; and

WHEREAS, this year, Digital Vibez will host its largest event yet, featuring dance fitness, healthy activities and snacks, and performances by local students, with winning sites receiving a cash prize.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission and our citizens, do hereby proclaim **July 16, 2025** as **"14th Annual KidsFit Jamathon®"** to be held at the South Florida Fairgrounds in the City of West Palm Beach, and urge all citizens to join us in congratulating and celebrating Digital Vibez on their 14th KidsFit Jamathon® celebration.

IN OFFICIAL RECOGNITION WHEREOF, I hereunto set my hand and caused the seal of Pahokee to be affixed this 24th day of June 2025.



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Sanquetta Cowan-Williams

Vice Mayor Sanquetta Cowan-Williams

Derrick Boldin

Commissioner Derrick Boldin

Everett D. McPherson, Sr.

Commissioner Everett D. McPherson, Sr

James H. Scott

Commissioner James H. Scott

CITY OF PAHOKEE



MINUTES

City Commission Workshop Meeting

Tuesday, June 10, 2025, at 5:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Mayor Keith W. Babb, Jr.
Vice Mayor Sanquetta Cowan-Williams
Commissioner Derrick Boldin
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

CHARTER OFFICERS:

Michael E. Jackson, City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, P.A., City Attorney

AGENDA

A. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Babb called the workshop to order at 5:05 PM.

Commissioner Boldin led the Invocation, followed by the Pledge of Allegiance.

B. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr.

Vice Mayor Sanquetta Cowan-Williams (arrived at 5:14 PM)

Commissioner Derrick Boldin

Commissioner Everett D. McPherson, Sr.

Commissioner James H. Scott

Michael E. Jackson, City Manager

Burnadette Norris-Weeks, City Attorney via phone (arrived in person at 5:14 PM)

Nylene Clarke, City Clerk

C. TOPIC

1. DISCUSSION OF THE AUDIT FINDINGS AND THE CORRECTIVE ACTION PLANS

The City Manager provided an overview of the findings from recent audits conducted by the Florida Auditor General (Report No. 2025-195) and the Palm Beach County Office of Inspector General (Report No. 2025-A-0002). The overview highlighted key findings and recommendations for corrective actions. A discussion followed concerning the findings and potential policy revisions. No formal action was taken during the workshop.

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

There being no further business to discuss, the workshop adjourned at 6:07 PM.

Mayor Keith W. Babb, Jr.

ATTEST: Nylene Clarke, CMC, City Clerk

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting

Tuesday, June 10, 2025, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Mayor Keith W. Babb, Jr.
Vice Mayor Sanquetta Cowan-Williams
Commissioner Derrick Boldin
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

CHARTER OFFICERS:

Michael E. Jackson, City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, P.A., City Attorney

AGENDA

A. CALL TO ORDER

Mayor Babb called the meeting to order at 6:14 PM.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation was led by Vice Mayor Cowan-Williams, followed by the Pledge of Allegiance.

C. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr.

Vice Mayor Sanquetta Cowan-Williams

Commissioner Derrick Boldin

Commissioner Everett D. McPherson, Sr.

Commissioner James H. Scott

Michael E. Jackson, City Manager

Burnadette Norris-Weeks, City Attorney

Nylene Clarke, City Clerk

D. ADDITIONS OF EMERGENCY BASIS FROM CITY MANAGER, DELETIONS AND APPROVAL OF AGENDA ITEMS

Motion made by Commissioner Boldin to accept the agenda as presented. Duly seconded by Vice Mayor Cowan-Williams and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

E. PRESENTATIONS / PROCLAMATIONS / PUBLIC SERVICE ANNOUNCEMENTS / PUBLIC COMMENTS *(agenda items only)*

1. NLC Service Line Program - Virtual Presentation by Mike Chambers on behalf of Ashley Shiwerski, Sr. Director of Business Development

F. CONSENT AGENDA

1. May 27, 2025 City Commission Meeting Minutes
2. June 3, 2025 City Commission Workshop Minutes
3. RESOLUTION 2025-30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE CANCELLATION OF THE JULY 8, 2025 CITY COMMISSION MEETING IN ORDER TO PROVIDE FOR A SUMMER RECESS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner Boldin to accept the Consent Agenda. Duly seconded by Vice Mayor Cowan-Williams and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

G. OLD BUSINESS *(discussion of existing activities or previously held events, if any)*

1. Update - City Projects

H. PUBLIC HEARINGS AND/OR ORDINANCES

I. RESOLUTION(S)

1. RESOLUTION 2025-31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPOINTING ONE (1) ALTERNATE MEMBER TO THE ZONING/ADJUSTMENT/PLANNING BOARD; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner Boldin to accept Resolution 2025-31. Duly seconded by Mayor Babb and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

2. RESOLUTION 2025-32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND ADOPTING AN EVALUATION TOOL FOR THE CITY MANAGER AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Boldin moved to accept Resolution 2025-32 and it was duly seconded by Vice Mayor Cowan-Williams.

Vice Mayor Cowan-Williams moved to “add grants to the second bullet point, under number nine”, and it was duly seconded by Commissioner McPherson. By recommendation of the City Attorney, the City Commission agreed to list the recommended changes and vote on them at the end. No vote was taken at this time.

Motion made by Vice Mayor Cowan-Williams to remove number eight (supervision). Duly seconded by Commissioner Scott and passed 3-2.

Voting Yea: Vice Mayor Cowan-Williams, Commissioner McPherson, Commissioner Scott

Voting Nay: Mayor Babb, Commissioner Boldin

Vice Mayor Cowan-Williams moved to “add, for each category, the values above and then divide it by however many subcategories/how many bullet points that we have”. The motion died for lack of a second.

Vice Mayor Cowan-Williams moved that on the narrative evaluation, strike the second question "what suggestions or assistance can you offer on the city manager? i.e., priorities, expectations, or specific objectives for upcoming year" and add "what would you identify as the city manager's areas of weakness expressed in terms of the principal results not achieved during the rating period?".

Mayor Babb suggested moving the original second question to the third position and inserting the new question regarding weaknesses as question two. There will be a total of four questions under the narrative evaluation. Vice Mayor Cowan-Williams consented to the amendment.

Under this motion, Vice Mayor Cowan-Williams listed the following recommended changes for inclusion in the formal approval:

- Add "to include grants" add the end of the second bullet point under Category 9. Fiscal Management
- Revise the last bullet point in Category 9. Fiscal Management to read "Appropriately execute, monitor, and manage fiscal activities of the organization (i.e. contracts and audits)"

Commissioner Boldin seconded the motion as amended and it passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

The main motion to accept Resolution 2025-32 with amendments passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

3. RESOLUTION 2025-33 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND ADOPTING AN EVALUATION TOOL FOR THE CITY CLERK AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Boldin moved to accept Resolution 2025-33, and it was duly seconded by Vice Mayor Cowan-Williams.

By consensus, the following characteristic under Category 7. City Commission Agenda/Minutes will be removed:

- City Clerk completes the City Manager's agenda posting process in accordance with City Commission Policy (if other department staff has provided their work products on time to the office of the City Clerk).

Vice Mayor Cowan-Williams moved to add a characteristic to number two that reads "provide all agendas and materials within the five days based on the resolution that we have in place". The motion died for lack of a second.

By consensus, "and individually as a body" will be removed from the first characteristic in Category 3. Communications.

By consensus, "city clerk ensures that the agendas, minutes, audits, and budgets are posted on the website" will be added as a characteristic.

Motion made by Vice Mayor Cowan-Williams for the third characteristic in Category 7. City Commission/Minutes to read "city commission minutes are provided to the city commission on a monthly basis". Duly seconded by Commissioner Scott and passed 3-2.

Voting Yea: Vice Mayor Cowan-Williams, Commissioner McPherson, Commissioner Scott

Voting Nay: Mayor Babb, Commissioner Boldin

Vice Mayor Cowan-Williams clarified the consensus items in her motion as "city clerk works with the city commission as a body. We removed "and individually as a body". We added under number three, the last one, that the

city clerk post the agenda, minutes, audits, and budget to the website". It was duly seconded by Commissioner Scott and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

Vice Mayor Cowan-Williams moved to add back the characteristic "city clerk completes the agenda posting process in accordance with the city commission policy" and strike out "if other department staff has provided their work products on time to the office of the city clerk". Duly seconded by Commissioner McPherson and failed 2-3.

Voting Yea: Vice Mayor Cowan-Williams, Commissioner McPherson

Voting Nay: Mayor Babb, Commissioner Boldin, Commissioner Scott

The main motion to accept Resolution 2025-33 with amendments passed 4-1.

Voting Yea: Mayor Babb, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

Voting Nay: Vice Mayor Cowan-Williams

4. RESOLUTION 2025-34 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING PERFORMANCE GOALS FOR THE CITY MANAGER; AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

By consensus, the following goals were set:

- Obtain grant funding for infrastructure
- Identify and implement cost-saving measures that reduce general fund expenditures by at least 3% without reducing essential services

(Clerk's note: Commissioner Boldin sought input from the City Manager regarding the timeframe. The City Manager recommended using calendar year, instead of fiscal year. He stated December 2025 in light of his upcoming evaluation in January 2026. Commissioner Boldin consented.)

- Enhance communications and collaboration: Continue improving communication between the city, the city commission, and the Pahokee community about the status of key initiatives, city project, and critical incidents. It could be measured by the city manager showing that commission package and materials are prepared in a timely manner with clear statement of issues, options, and background, so that the council can make proper decision. It also would be measured by the city manager supporting action to increase public participation and volunteerism.
- Secure funding for our parks and innovative ways to improve our parks' infrastructure
- Fill the jobs vacancies within 60 days of opening
- Fill all current vacancies by the end of the fiscal year

- Provide recommendations to the commission and the state of Florida for sublease agreements, for both the campground and marina and the restaurant by the end of the calendar year 2025

Motion made by Vice Mayor Cowan-Williams to accept Resolution 2025-34 with the goals set by the City Commission and City Manager. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

5. RESOLUTION 2025-35 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING PERFORMANCE GOALS FOR THE CITY CLERK; AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

By consensus, the following goals were set:

- Prepare agenda within five days according to the resolution that is in place
- Enhance community communications and collaborations
- Implement at least one new technology or process improvement to enhance department efficiency

(Clerk's note: Commissioner Boldin sought input from the City Clerk regarding a reasonable timeframe for implementation. The City Clerk provided a timeframe of six to eight months. Commission Boldin consented.)

- Have a more effective recruitment for boards vacancies, like maybe having a newsletter for recruitment and getting our residents more involved
- Provide information earlier
- Digitize legacy records
- Develop records retention training for departments

Motion made by Commissioner Boldin to accept Resolution 2025-35 with the goals. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

J. NEW BUSINESS (*presentation by city manager of activity or upcoming event, if any*)

1. Discussion and direction to give Parks and Recreation \$25,000 - Commissioner Scott

The City Manager provided information on the "Every Kid Sports Pass" program and recommended strengthening the existing program rather than allocating additional funds. The City Commission consented.

Vice Mayor Cowan-Williams moved to “take \$10,000 of the \$25,000 and have it in a fund for the kids that don't meet the requirements for that scholarship

program”. After deliberation, Vice Mayor Cowan-Williams withdrew her motion.

Commissioner McPherson moved to reduce the amount from \$150 to \$75. The motion died for lack of a second.

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

M. REPORT OF THE CITY ATTORNEY

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

Vice Mayor Cowan-Williams requested add the rescheduling of the workshop for facilities and vehicle policies for August 12th and place the item on the August 26th meeting agenda.

Motion made by Commissioner Scott to add pursuing a civil lawsuit against former city managers Chandler Williamson, Rodney Lucas, Jongelene Adams, and Greg Thompson for the four million dollars (\$4,000,000). Duly seconded by Vice Mayor Cowan-Williams and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

Motion made by Commissioner Scott to add placing logo on City vehicles. Duly seconded by Commissioner McPherson and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

O. GENERAL PUBLIC COMMENTS *(items not on the agenda)*

P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER
(community events, feel good announcements, if any)

Q. ADJOURN

Motion made by Vice Mayor Cowan-Williams to adjourn the meeting. Duly seconded by Mayor Babb and passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Cowan-Williams, Commissioner Boldin, Commissioner McPherson, Commissioner Scott

There being no further business to discuss, Mayor Babb adjourned the meeting at 10:01 PM.

Mayor Keith W. Babb, Jr.

ATTEST: Nylene Clarke, CMC, City Clerk



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, City Manager

FROM: Office of the City Manager

SUBJECT: Donation Policy

DATE: June 5, 2025

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee periodically receives donations from individuals, businesses, and community organizations. However, it appears that the City currently lacks a formal policy governing the acceptance and proper documentation of such contributions. To ensure transparency, consistency, and accountability in handling these donations, a Donation Policy has been developed.

The proposed policy establishes clear guidelines for the evaluation and processing of donated funds, goods, and services. It includes procedures to ensure compliance with applicable laws and ethical standards while also protecting the City's interests and public trust.

BUDGET IMPACT:

There is no direct fiscal impact associated with the adoption of this policy. The policy is intended to govern future donations and may lead to increased contributions in support of public programs and services.

LEGAL NOTE:

Defer to the City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

Resolution 2025-36

RESOLUTION 2025-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A DONATION POLICY FOR MONETARY AND NON-MONETARY DONATIONS AS SET FORTH IN EXHIBIT "A" HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Pahokee ("City") is in need of a formal Donation Policy for acceptance/rejection and documentation of donations made to the City; and

WHEREAS, the Donation Policy, set forth in Exhibit "A," will provide guidelines for the City Manager and City officials when accepting/rejecting donations in a responsible, transparent, and accountable manner; and

WHEREAS, the City Commission of the City of Pahokee deems approval of a Donation Policy in the best interest of the residents of the City.

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

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

Section 2. Approval of Policy. The City Commission of the City of Pahokee, Florida hereby approves a donation policy for monetary and non-monetary donations, attached hereto as Exhibit "A". The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 10th day June 2025.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner Boldin	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

Exhibit "A"

City of Pahokee Donation Policy

(ATTACHED)

<h1 style="text-align: center;">City of Pahokee</h1>	Date Issued: 05/10/2025	<div style="border: 1px solid black; padding: 2px; text-align: center;">Section I, Item 1.</div>
<h2 style="text-align: center;">DONATION POLICY DIRECTIVES AND PROCEDURES</h2>		
SUBJECT: Donation Receipt Policy	Approved: City Commission	
<p><u>BACKGROUND</u></p> <p><i>Donations</i> of various types are offered to or solicited by the City of Pahokee for general or designated purposes. Uniform criteria and procedures are necessary to guide the review and acceptance of <i>donations</i>, confirm that the City has pertinent and adequate resources to administer <i>donations</i> received, and ensure the City appropriately accounts for donated funds and efforts.</p> <p><u>PURPOSE</u></p> <p>The purpose of this policy is to establish a formal process for acceptance/rejection and documentation of <i>donations</i> made to the City. This policy provides guidelines for the City Manager and City officials for accepting/rejecting donations in a responsible, transparent, and accountable manner that is consistent with the City appropriately accounts for donated funds and property.</p> <p><u>SCOPE</u></p> <p>This is a City-wide policy and applies to all authorized city staff and departments that accept donations on behalf of the City and in support of public services.</p> <p><u>POLICY</u></p> <p>It is policy of the City of Pahokee to consider the acceptance of monetary and non-monetary donations from private citizens, residents, business groups or other organizations. Donations with no restrictions or specified use, can be used for the purpose for which a solicitation was intended. If not restricted or solicited for a specific use, the City can use as it deems appropriate.</p> <p><u>DEFINITIONS</u></p> <p>Defined terms used in this Policy appear in italics. For the purpose of this Policy:</p> <p><i>Beneficiary Department</i> shall mean the Department or Office of the City for which the <i>donation</i> is designated or intended. The Office of the City Manager shall act as the <i>Beneficiary Department</i> if no department or office is designated or intended.</p>		

Donation shall mean a monetary (cash) contribution, endowments, personal property, real property, equipment, in-kind goods or services, or any other asset that the city has accepted and for which the donor receives nothing in exchange.

Donor shall mean a person or legal entity that proposes or provides a *donation* to the City.

Designated Donation shall mean *donations* at the donor's request for a City department, location, or purpose.

Undesignated Donation shall mean a *donation* to the City without any limitations placed upon its use.

GENERAL PRINCIPLES

1. This Policy is intended to guide the manner in which City staff accepts *donations* on behalf of the City.
2. *Donations* do not become the property of the City until accepted by the City consistent with this Policy.
3. Only City officials and staff authorized by this Policy may accept *donations*.
4. The City has no obligation to accept donations proposed or provided by a *donor*.
5. All donations will be evaluated by the City prior to its acceptance to determine whether the *donation* is in the City's best interest and is consistent with applicable State laws, City code, policies, ordinances, and resolution.
6. The City does not provide legal, accounting, tax or other such advice to *donors*. Each *donor* is ultimately responsible for ensuring their proposed or provided *donation* meets their charitable, financial, and estate planning goals, as such, each *donor* is encouraged to meet with the requisite professional before making any *donation* to the City.
7. The City must determine whether an expenditure outlay of City funds, direct or indirect, is associated with the acceptance of the *donation* prior to accepting it.
8. The *donation* must be used for official City business, and not related to political activities or personal business.
9. A *donor* may designate a *donation* for a City department, location or purpose. Donations cannot be designated to a City official who may use the *donation*.
10. The City shall comply with all applicable laws and regulations pertaining to the acceptance of *donations*.
11. The Finance Department will determine and establish the proper accounting for the *donation* in the City's accounting system.
12. The Finance Department will establish appropriations in accordance with applicable City ordinances.
13. No donation shall be accepted if proposed by a person or entity that intends to bid on an active procurement opportunity for the City or within one year of the procurement opportunity becoming available.

PROCEDURE

1. **TYPES OF DONATIONS** – *Donations* may be received in the form of checks, real or personal property. Donations may also be in the form of volunteer efforts provided the activity is approved by the City's insurance carrier in advance. *Donations* may be designated or undesignated. Designated *donations* are those that the *donor* specifies a City department, location, or purpose. Undesignated *donations* are those without any restrictions placed on their use.

2. CONSISTENCY WITH CITY OBJECTIVES – Designated *donations* may only be accepted when its purpose is consistent with the City’s goals and objectives and in the best interest of the City. The City will always consider the public trust and comply with all applicable laws when accepting *donations*.

3. RECEIPT AND ACKNOWLEDGEMENT OF DONATIONS – The receipt of all donations to the City must be documented by the mandatory use of the following forms:

- a. Donation Agreement Form – The City shall create a donation agreement form whenever a donation request is made (attached as Exhibit “A”). Use this form to document, receive and acknowledge all *donations*. A copy of the Donation Agreement Form must be provided to the *donor*. This form serves as written acknowledgement and receipt of a *donation for the purposes of the Internal Revenue Service (IRS)*.
- b. Donation Acceptance Form (attached as Exhibit B) – This form is used for internal processing of *donations*.

For monetary *donations*, a copy of both forms must accompany the recording of the transaction. In the case of the *donation* of tangible items, both forms must be submitted to the Finance Director for processing and recording.

4. ACCEPTANCE OF UNDESIGNATED DONATIONS OF CASH OR TANGIBLE ITEMS: - All *donations* to the City must be officially accepted. *Donation thresholds have been established to outline the level of personnel and officials that can accept donations.* The following thresholds must be observed. The following City officials and/or staff have the authority to accept *donations* on behalf of the City.

- a. *Monetary donations* or items valued at \$500 or less may only be accepted by the *Beneficiary Department* Director once logged with the Finance Department and approved by the City Manager in written form.
- b. *Monetary Donations* or items valued more than \$500 up to \$10,000 must be accepted by the City Manager once logged with the Finance Department.
- c. *Donations with a value of more than \$10,000* must be accepted by the City Commission. When there is doubt as to the value of a donation, the donation must be accepted by the City Commission.
- d. All donations, of any kind, must be reported to the Finance Department within twenty-four hours of receipt and a written report shall be prepared for the City Commission on a quarterly basis.
- e. Offers of *donations* for gratuitous purposes (e.g. holiday gift baskets, etc.) to any employee, department or the City shall be made available for the benefit of all employees.
- f. Offers for in-kind labor shall be approved by the City Commission and the City’s approved insurance carrier.

5. ACCEPTANCE OF DESIGNATED DONATIONS: - Based on the value of the *donation* as outlined in Section 4 above, the City Manager, or designee, will review the conditions of any designated

donation and determine whether the benefits to be derived warrants acceptance of the *donation*. Criteria for the evaluation shall include, but is not limited to:

- a. Considering whether any expenditure is required to accept the *donation*.
- b. The potential and extent of the City's likely obligation to maintain, match, or supplement the *donation*.

- 6. DECLINED DONATIONS** – The City of Pahokee reserves the right to decline any *donation* if, upon review, acceptance of the *donation* it is determined not to be in the best interest of the City. Such *donations* include those which are limited by special restrictions, conditions or covenants, that pose significant expenditure or maintenance on the part of the City or in the opinion of staff authorized by section 4 of this policy to accept *donations*, it is deemed inappropriate for acceptance in the best interest of the City.

Donations that may potentially result in significant, ongoing operational and maintenance expense by the city or legal liability for the city, must be rejected unless the *donor* agrees to be wholly responsible for any anticipated cost of said operations and maintenance or indemnify the City for the *donation* for a period of not less than five years.

- 7. ASSIGNMENT OF DONATION** – Donations will be assigned as follows:

- a. Designated *donations* of tangible items will be assigned to the *intended Beneficiary Department*.
- b. Undesignated *donations* of tangible items will be assigned to an appropriate City department for use or, at the discretion of the City Manager, disposed of in an appropriate manner per City policy.
- c. Designated monetary *donations* will be deposited into the appropriate revenue account for the designated City department and/or project.
- d. Undesignated monetary *donations* will be assigned in the discretion of the City Manager.

- 8. RESTRICTIONS ON THE ACCEPTANCE OF GIFTS AND DONATIONS TO EMPLOYEES AND/OR ELECTED OFFICIALS** – Employees and Elected Officials of the City of Pahokee are required to be objective and fair in dealing with the public, persons or firms doing business with the City. They must observe all applicable laws, Code of Ordinances and City policies pertaining to the acceptance of gifts and *donations*. Applicable laws include but not limited to Section 112.313, Part III of the Florida Statutes, and applicable Palm Beach County Code of Ordinances, as amended.

- a. Employees are prohibited from soliciting or accept gifts or gratuities for the performance of their City job responsibilities.
- b. City officials and employees are prohibited from directly or indirectly soliciting, accepting, or attempting to accept any money, fee, credit, gift, gratuity, object or value, or compensation of any kind which the official or employee knows, or has reason to know, is being offered:
 - To improperly obtain favorable treatment;

- With the intent to influence the official or employee in the discharge of their official duties
- As consideration for having exercised official powers or performed official duties.

9. ACCOUNTING AND BUDGETING – The City Manager shall oversee a process to ensure that the Finance Department sets up and tracks donated funds.

CITY OF PAHOKEE DONOR AGREEMENT FORM

Date: _____

Donor's Name: _____

Donor's Address: _____

Donor's Phone: _____

Donation Amount: _____ If land, goods, or services, describe
land, goods or services donated:

Please check where appropriate:

_____ This donation is unrestricted in its use.

_____ This donation is restricted for the following
purpose: _____

Please respect my privacy, I do not wish to be recognized for my contribution.

Person completing this form (PRINT NAME): _____

Signature of Donor: _____

For City Completion:

Signature of City employee receiving donation: _____

Value of Donation (Check One Pursuant to City Donation Policy)

_____ \$500.00 or less

_____ \$500.01 to \$10,000

_____ \$More than \$10,000

How was value of donation determined:

Approved By: _____
City Manager, City of Pahokee

DONATION ACCEPTANCE FORM

Date of Donation:			
Department Receiving Donation:			
Donor Name:			
Donor Address:			
City, State:		Zip:	
Phone:		Email:	

Value of Donation:	Cash \$ _____	Non-Cash \$ _____
<i>For donations of supplies/equipment, please give a description of the items donated. (Model number, serial number, brand, etc.)</i>		
If Donation involves additions or modifications to a City facility or grounds, complete the Request to Modify Grounds Section on Page 2 of this form.		

*** APPROVAL REQUIRED FOR ALL DONATIONS ***

Per City Policy :

1. The City delegates the authority to accept unsolicited gifts on behalf of the City.
2. Gifts acceptance should comply with City Policy.
3. **Regardless of cost**, donations of the following items shall be reviewed by the Finance Department and other departments as applicable:
 - a. Computer and technology equipment;
 - b. Contracted services;
 - c. Equipment that requires additional electrical capacity or additional space; and
 - d. **Additions, removal or modifications of any City facilities, structures or grounds.**
4. Once accepted, a gift becomes the sole property of the City.
5. **ALL donations shall comply with City Policy (see *Criteria for Acceptance*).**

	Print Name	Signature	Date	Approved	Denied
Director					
Asst.					
Facilities/Technology					
Other (if applicable)					

Finance Director						
Board Approval Date (if applicable)						

Section I, Item 1.

REQUEST TO MODIFY /GROUNDS RELATED TO DONATIONS

MODIFICATIONS REQUESTED:

Area(s) to be modified	Specific Modifications Requested

WORK TO BE COMPLETED BY:

		<i>Please Describe:</i>
City Facilities Dept.	<input type="checkbox"/>	
City Staff	<input type="checkbox"/>	
Other <i>Please describe</i>	<input type="checkbox"/>	



For Internal Use Only	
Projected TOTAL cost of modifications:	\$
Projected maintenance and upkeep cost of modifications:	\$



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, City Manager

FROM: Joseph R. Martin, Finance Director

SUBJECT: Approving the Renewal of Annual Service & Support with Black Mountain Software.

DATE: June 24, 2025

GENERAL SUMMARY/BACKGROUND:

The authorized Renewal of Annual Service & Support with Black Mountain Software in the amount not to exceed \$15,447.95.

BUDGET IMPACT:

Amount not to exceed \$15,447.95 to be reflected within Proposed Budget FY 2025 2026

LEGAL NOTE:

Defer to City Attorney

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

Resolution 2025-37

RESOLUTION NO. 2025-37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING A ONE-YEAR EXTENSION OF THE AGREEMENT WITH BLACK MOUNTAIN SOFTWARE, LLC FOR THE PROVISION OF CLOUD HOSTING AND ACCOUNTING RELATED SUPPORT SERVICES IN THE AMOUNT OF \$15,447.95 AS A SOLE SOURCE VENDOR; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") is currently doing business with Black Mountain Software, LLC for the provision of financial support services to include: cloud hosting, accounting support, credit card management, purchase orders, remove requisitions and cash receipting; and

WHEREAS, the services being provided are ongoing and disruption of the services would negatively impact the financial operations of the City; and

WHEREAS, effective July 10, 2024, the term of the agreement is for one year with the option to renew for three additional one-year terms. The City Commission of the City of Pahokee desires to exercise the option to extend the contract for an additional one-year term.

WHEREAS, the type of system used by Black Mountain Software, LLC and the services provided are sufficiently unique to have been determined by the City to be a "sole source" vendor exempt from competitive bidding pursuant to Article VII, Section 2-272 (4)(c) of the City of Pahokee's Code of Ordinances; and

WHEREAS, the City Commission of the City of Pahokee finds these services vitally necessary and authorizes the City Manager to exercise the option to extend the agreement with Black Mountain Software, LLC for an amount not to exceed \$15,447.95 and pursuant to the contract terms set forth in Exhibit "A" hereto; and

WHEREAS, it is in the best interests of the City of Pahokee to authorize the City Manager to enter into an Agreement for the needed financial support services.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of Pahokee hereby authorizes the City Manager to enter into a one-year extension to the agreement with Black Mountain Software, LLC, for an amount not to exceed not to exceed \$15,447.95 and pursuant to the terms and conditions set forth in Exhibit “A” hereto.

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

PASSED and ADOPTED this 24th day of June 2024

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Mayor Babb	_____ (Yes)	_____ (No)
Vice Mayor Cowan-Williams	_____ (Yes)	_____ (No)
Commissioner Boldin	_____ (Yes)	_____ (No)
Commissioner McPherson	_____ (Yes)	_____ (No)
Commissioner Scott	_____ (Yes)	_____ (No)

Composite Exhibit "A"

- **BUDGET MEMO DATED MAY 1, 2025 IN THE AMOUNT OF \$15,447.95 (EFFECTIVE JULY 1, 2025)**
- **RESOLUTION 2024-26 (BLACK MOUNTAIN SOFTWARE, LLC AGREEMENT)**

(ATTACHED)



BLACK MOUNTAIN SOFTWARE

Section I, Item 2.

BUDGET MEMO

Date: May 1, 2025


Bill To:
City of Pahokee
207 Begonia Dr
Pahokee, FL, 33476-2110

~~stan@cityofpahokee.com~~

Subscription Message

THIS IS NOT A BILL.

Due to rounding of individual contract lines, the amounts represented on this budgetary memo may vary slightly up or down from the final numbers on your bill. A final bill will be sent to you at the beginning of your contract term. All prices effective for contracts with a contract start date July 1, 2025 or later.

Product Name	Product Price
Accounting - Maintenance and Support	\$3,405.70
Cash Receipting - Maintenance and Support	\$2,113.66
Cloud Hosting - Subscription	\$7,168.90
Credit Card Manager - Subscription	\$1,404.93
Purchase Orders - Maintenance and Support	\$ 677.38
Remote Requisitions - Maintenance and Support	\$ 677.38
	
Total	\$15,447.95

Payment Information

Please make sure your billing records are up to date with the information below!

For payment by check, mail to:

Black Mountain Software LLC
110 Main St. Suite 3
Polson, MT, 59860

For Wire or ACH Payment:

Black Mountain Software LLC
Acct #: 8573582283
Routing #: 121143260
Bank: Western Alliance Bank – Bridge
Bank

RESOLUTION 2024 - 26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BLACK MOUNTAIN SOFTWARE, LLC FOR THE PROVISION OF CLOUD HOSTING AND ACCOUNTING RELATED SUPPORT SERVICES IN THE YEARLY AMOUNT OF \$12,315.00 AS A SOLE SOURCE VENDOR; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") is currently doing business with Black Mountain Software, LLC for the provision of financial support services to include: cloud hosting, accounting support, credit card management, purchase orders, remove requisitions and cash receipting; and

WHEREAS, the services being provided are ongoing and disruption of the services would negatively impact the financial operations of the City; and

WHEREAS, the type of system used by Black Mountain Software, LLC and the services provided are sufficiently unique to have been determined by the City to be "sole source" items exempt from competitive bidding pursuant to Article VII, Section 2-272 (4)(c) of the City of Pahokee's Code of Ordinances; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") finds these services vitally necessary and authorizes the Interim City Manager to enter into an agreement with Black Mountain Software, LLC for an amount not to exceed \$12,315.00 and pursuant to the contract terms set forth in Exhibit "A" hereto; and

WHEREAS, it is in the best interests of the City of Pahokee to authorize the Interim City Manager to enter into an Agreement for the needed financial support services.

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


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

Section 2. Authorization of Interim City Manager. The City Commission of the City of Pahokee hereby authorizes the Interim City Manager to enter into an

agreement with Black Mountain Software, LLC, for an amount not to exceed \$12,315.00 and pursuant to the terms and conditions set forth in Exhibit "A" hereto.

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

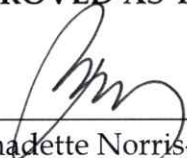
PASSED and ADOPTED this 23rd day of July 2024


Keith W. Babb, Jr., Mayor

ATTEST:


Nylene Clarke, Interim City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: Comm. Boldin

Seconded By: Vice Mayor Harris

Vote:

Commissioner Boldin	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner McPherson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commission Cowan-Williams	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Murvin	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Mayor Babb	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

Composite Exhibit "A"


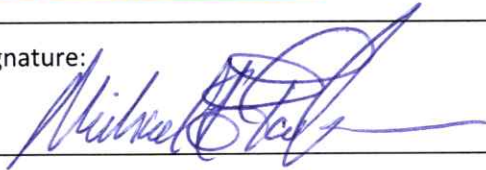
Black Mountain Software, LLC Agreement

Order (Invoice Number 30240)

(Attached)

Master Services Agreement

This Master Services Agreement (the “**Agreement**”) is entered into by and between the parties listed below as of the Effective Date, and signed by a representative of each entity, who attests to having the necessary power and authority to bind the respective party:

“BMS”	“Customer”
Entity Name: Black Mountain Software LLC	Entity Name: City of Pahokee
Address: 110 Main Street, Suite 3, Polson, Montana 59860	Address: 360 East Main Street Pahokee, Florida 33476
Contact: Mike Fabrizio	Contact: Michael E. Jackson, Interim City Manager
Phone Number: 800-353-8829	Phone Number: 561-924-5534
Email Address: Mikef@blackmountainsoftware.com	Email Address: mjackson@cityofpahokee.com
Signature: 	Signature: 
Name: Mike Fabrizio	Name: Michael Jackson
Title: Co-CEO	Title: Interim City Manager
“Effective Date”: July 10, 2024	

In consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.
 - 1.1. “**Customer Data**” means all information processed or stored through the Hosted Services by Customer or on Customer’s behalf. Customer data does not include payment records, credit cards or other information Customer uses to pay BMS, or other information and records related to Customer’s account, including without limitation identifying information related to Customer staff involved in payment or other management of such account.

- 1.2. **"Data Protection Laws"** means all state, foreign, or federal laws, statutes, regulations, rules, executive orders, directives, or other official guidance, and any industry rules or self-regulatory codes of conduct relating to data protection, privacy, data security, electronic communications, or data security incidents that are applicable to Customer or Customer Data.
- 1.3. **"Documentation"** means any user manuals and other documentation that BMS makes available to assist in the integration or use of the Hosted Services.
- 1.4. **"Hosted Services"** means BMS's cloud-based services, applications and modules listed in an Order hosted or otherwise made available by or on behalf of BMS for Customer, excluding all third party software.
- 1.5. **"Order"** means an annual quote, annual statement of agreed work, or written amendment to the agreed order for additional work to be prorated based on the date of the annual order for work provided by BMS to Customer and referencing this Agreement.
- 1.6. **"Personal Data"** means any data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject, including without limitation, all information defined as "Personal Data," "Personal Information" or analogous definitions in applicable Data Protection Laws.
- 1.7. **"Services"** means the installation, initial training, configuration, customization, data conversion, and other services described on an Order, excluding Support.
- 1.8. **"Support"** means the support services for the Hosted Services as set forth in Section 2.2 of this Agreement.
- 1.9. **"User"** means any person who uses the Hosted Services on Customer's behalf or through Customer's accounts or passwords, whether authorized or not, including without limitation Customer's employees and agents.

2. HOSTED SERVICES

- 2.1. Access. Subject to the terms and conditions of this Agreement (including without limitation Customer's timely payment of all fees and compliance with all other obligations and restrictions set forth in this Agreement) and to the extent applicable in accordance with Customer's Annual Order, BMS grants to Customer permission to access and use the functionality of the Hosted Services, for the limited purposes described in the Documentation, throughout Customer's applicable service period.
- 2.2. Services. Upon payment by Customer of the applicable fees, BMS will provide the Services as set forth in the applicable Annual Order.
- 2.3. Support. BMS will use reasonable efforts during the term of this Agreement to make the Hosted Services available for Customer's authorized use 24 hours per day, 365 days per year, subject to any planned or unplanned downtime. BMS will use reasonable efforts to limit planned downtime to 11:00 pm Saturday to 1:00 am Sunday (Mountain Time). BMS will use reasonable efforts to communicate unplanned downtime via email or through the Hosted Services. BMS's support primarily consists of responses to system operational configuration questions, troubleshooting assistance, and responses to occasional how-to questions concerning the Hosted Services. Support will not include, and BMS will have no responsibility with regard to,

any issues related to or arising from (a) Customer's or a third party's hardware, infrastructure or network, (b) any changes made other than by BMS or its representatives, or (c) format changes to any file used to import from, or export data to, a third party. BMS will have representatives available for phone, email and internet support from 7:00 am to 5:30 pm (Mountain Time) Monday through Friday (except designated holidays). BMS will take reasonable measures to backup Customer Data each business day Monday through Friday (except designated holidays).

- 2.4. Documentation. Customer may reproduce and use the Documentation solely as necessary to support Users' use of the Hosted Services.
- 2.5. Hosted Services Revisions. BMS may revise Hosted Services features and functions at any time, including without limitation by removing such features and functions or reducing service levels.
- 2.6. Ownership. The permissions granted to Customer above are non-exclusive, non-transferable (unless assignment is approved by BMS in accordance with Section 10.6), non-sublicensable, revocable, and subject to any applicable restrictions or limitations set forth in an Order and this Agreement. All rights not expressly granted to Customer are reserved by BMS and its licensors. Without limiting the foregoing, all ownership and other proprietary interests in and to the Hosted Services, and all patents, copyrights, trade secrets, trademarks and other intellectual property rights embodied in or associated with the Hosted Services, are and shall remain with BMS and/or its licensors, as applicable. Neither this Agreement nor access to the Hosted Services will be construed as transferring title or any ownership right or interest in the Hosted Services to Customer.
- 2.7. Feedback. If Customer provides any feedback, comments, or suggestions ("**Feedback**") about BMS or the Hosted Services, Customer agrees that BMS may freely use such Feedback in its discretion without any obligation, attribution, or compensation to Customer, and Customer waives all rights in the Feedback.

3. CUSTOMER RESPONSIBILITIES AND RESTRICTIONS

- 3.1. Acceptable Use. Customer shall comply with the Documentation. Customer shall not, nor will Customer allow anyone else to, directly or indirectly: (a) use the Hosted Services for service bureau or time-sharing purposes or in any other way sublicense or allow third parties to use or exploit the Hosted Services; (b) provide Hosted Services passwords or other log-in information to any third party; (c) share non-public Hosted Services features or content with any third party; (d) access the Hosted Services in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Hosted Services, or to copy any ideas, features, functions or graphics of the Hosted Services; (e) engage in web scraping or data scraping on or related to the Hosted Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler; (f) knowingly upload to the Hosted Services any data or other information that contains any worms, vulnerabilities, viruses or any other code of a destructive or malicious nature, (g) reverse engineer, disassemble, decompile, decode, or adapt the Hosted Services, or any part thereof, or otherwise attempt to derive or gain access to the source code of the Hosted Services, (h)

modify, correct, adapt, translate, enhance, or otherwise prepare derivative works of or improvements to the Hosted Services or part thereof, (i) bypass or breach any security device, license key or protection used for or contained in the Hosted Services, (j) use the Hosted Services in violation of any applicable law, including to store or transmit information or content that violates the rights of any third party, or (k) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Hosted Services or BMS systems, including, without limitation, to conduct penetration or similar testing. In the event that it suspects any breach of the requirements of this Section 3.1, including without limitation by Users, BMS may suspend Customer's access to the Hosted Services without advanced notice, in addition to such other remedies as BMS may have.

- 3.2. Customer Obligations. Customer assumes full responsibility for the use and results obtained from the use of the Hosted Services. Customer acknowledges that various third-party hardware, software and services are required to use the Software or certain features thereof, and Customer will be solely responsible for obtaining the same, at its expense and in accordance with all applicable specifications in the Documentation and Annual Order, as needed.
- 3.3. Users and Hosted Services Access. Customer is responsible and liable for: (a) Users' use of the Hosted Services, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to Customer; and (b) any use of the Hosted Services through Customer's account, whether authorized or unauthorized. Customer shall take reasonable steps to prevent unauthorized access to the Hosted Services, including without limitation by protecting its passwords and other log-in information. Customer shall notify BMS immediately of any known or suspected unauthorized use of the Hosted Services or breach of its security and shall use best efforts to stop said breach.
- 3.4. Compliance with Laws. In its use of the Hosted Services, Customer shall comply with all applicable laws and regulations.

4. CUSTOMER DATA

- 4.1. Use of Customer Data. Customer grants BMS all necessary right and title to the Customer Data to allow BMS to process it on Customer's behalf. BMS may retain third parties to assist it in performing its obligations under this Agreement or any Order provided that such third parties shall share BMS's legal obligations with respect to Customer Data as set forth herein. Such third parties shall be referred to as Successors herein. If required by Data Protection Laws, BMS will notify Customer before engaging any Successors to process Customer Data. BMS shall process Customer data only for the purposes of providing the Hosted Services and other Services to Customer. BMS shall not sell Customer Data or share it with any third party for cross-contextual behavioral advertising. BMS shall not, except as otherwise required or permitted herein, in an Order, or in other written direction from Customer, disclose Customer Data to any third party. BMS also shall not combine Personal Data within the Customer Data with any data received from or on behalf of any third party.
- 4.2. Security. BMS shall exercise commercially reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data. Further, BMS shall arrange for backup of Customer Data each business day. Such efforts shall include those safeguards set forth in the security

statement, as may be updated from time to time, on BMS's website at <https://www.blackmountainsoftware.com/>.

- 4.3. De-Identified Data. BMS may use De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other customers. "**De-Identified Data**" refers to Customer Data that has been processed so that it does not (a) contain Personal Data or (b) permit the identification of Customer.
- 4.4. Return or Destruction. Upon the termination or expiration of this Agreement, BMS will return or securely destroy, at Customer's option, all Customer Data in BMS's possession in a format of BMS's choosing. If Customer elects the return of Customer Data, BMS will securely destroy all Customer Data after such return. If Customer does not elect for the return of Customer Data within 60 days of the termination or expiration of this Agreement, BMS will securely destroy the Customer Data. Further, upon Customer request and for an additional fee, BMS may assist Customer with installation and/or configuration of Customer's data on a local network.
- 4.5. Required Disclosure. Notwithstanding anything to the contrary in this Agreement, BMS may disclose Customer Data as required by applicable law or by proper legal or governmental authority. BMS shall give Customer prompt notice of any such legal or governmental demand unless prohibited from doing so, and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 4.6. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Hosted Services, Customer assumes such risks. BMS offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.
- 4.7. Data Accuracy. BMS will have no responsibility or liability for the accuracy of Customer Data.
- 4.8. Regulatory Compliance. BMS shall reasonably cooperate with Customer, at Customer's expense and on reasonable notice, to allow the Customer to take reasonable and appropriate steps to ensure that BMS's processing of Customer Data is consistent with Data Protection Laws. If Customer determines that BMS's processing of Customer Data is inconsistent with Data Protection Laws or exceeds the authorization that Customer has authorized under this Agreement or in an Order, BMS shall reasonably cooperate with Customer, at Customer's expense, to stop and remediate such processing.
- 4.9. Security Incidents. In the event either Customer or BMS becomes aware of the unauthorized destruction, loss, alteration, disclosure, acquisition or use of, or access to Customer Data (a "Security Incident"), the party shall notify the other without undue delay, and, in any event, within five days. The parties shall reasonably cooperate to determine the scope and cause of the Security Incident and to remediate the cause and effects of the Security Incident. Such cooperation shall include a continuing duty to share all information reasonably available to the party regarding the scope, nature and effects of the Security Incident. If Data Protection Laws require notice of a Security Incident to be given to government authorities or individuals, Customer shall promptly undertake such notifications. Likewise, if Data Protection Laws require remedial action (which may include, without limitation: notice to credit reporting agencies, media, or other entities; support for affected individuals; and credit monitoring services),

Customer shall promptly provide such remedial action. BMS will not inform any third party (except as legally required) of the Security Incident without Company's prior written consent.

- 4.10. Requests from Regulators and Individuals. If BMS receives any inquiry or request from a government body or individual regarding the processing of Personal Data within the Customer Data, BMS shall, unless prohibited by law, promptly forward such inquiry or request to Customer. Customer shall have the sole responsibility to respond to such inquiry or request. BMS shall reasonably cooperate, at Customer's expense, with Customer as needed to respond to such inquiry or request.

5. PAYMENT OF FEES

- 5.1. Fees. Customer agrees to pay BMS the fees set forth in Annual Orders. Unless otherwise provided in an Annual Order, Customer will pay (a) the percentage of the fees for Services upon signing an Annual Order and will be billed the remaining fees for Services on a time and materials basis as Services are performed, and (b) fees for Hosted Services and Support annually in advance. Fees will be invoiced and paid in U.S. dollars. Unless otherwise specified in an Annual Order, each invoice is due and payable within 30 days following the invoice date. Further, unless otherwise set forth in an Order, BMS may increase the fees for any renewal period. Upon Customer request, BMS will provide notice of any fee increases prior to renewal.
- 5.2. Interest, Taxes and Withholdings. Overdue payments will accrue interest at the rate of one percent (1%) per month, but in no event greater than the highest rate of interest allowed by Florida law. The fees set forth in this Agreement are exclusive of, and Customer will pay, all charges or fees imposed by governmental authorities arising out of this Agreement or the use of the Hosted Services by Customer. In the event that BMS is required to pay any tax or duty (other than taxes based on BMS's net income), Customer will reimburse BMS for any and all such payments.

6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement will commence for a period of one (1) year with an option by the City Manager to renew for an additional three (3) additional one (1) year terms.
- 6.2. Termination for Cause. Either party may terminate this Agreement, including all active Orders, for the other's material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting BMS's other rights and remedies, BMS may suspend or terminate Customer's or any User's access to the Hosted Services at any time, without advance notice, if BMS reasonably believes that Customer or such User has conducted itself in a way that is not consistent with the Documentation or the other requirements of this Agreement or in a way that subjects BMS to potential liability.
- 6.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason, all permissions and other authorizations granted by BMS to Customer under this Agreement will terminate and Customer shall (i) cease using the Hosted Services, (ii) pay within 30 days all amounts remaining unpaid under this Agreement, and (iii) return all copies of BMS's Confidential Information to BMS or certify, in writing, the destruction thereof.

7. CONFIDENTIALITY

- 7.1. Confidential Information. “**Confidential Information**” means: (i) all software code, documentation and other materials included in or furnished by BMS as part of the Hosted Services; and (ii) any other non-public technical or business information of BMS (or its licensors), including without limitation any information relating to BMS’s techniques, algorithms, software, hardware, firmware, know-how, current and future products, services, research, engineering, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, marketing plans and information, the terms and conditions of this Agreement, and any other information of BMS (or its licensors) that is conspicuously identified as confidential or proprietary at the time of disclosure or that Customer should otherwise reasonably understand to be confidential or proprietary to BMS or its licensors due to the nature of the information or the circumstances of its disclosure.
- 7.2. Obligations. Customer will maintain the confidentiality of the Confidential Information using at least the same measures employed to protect Customer’s own confidential information and in no event less than reasonable measures. Customer will limit the disclosure of Confidential Information to only its personnel with a bona fide need to access such Confidential Information in order to exercise Customer’s rights and obligations under this Agreement, and then only provided that each such person is bound by a written confidentiality agreement that contains restrictions at least as protective as those set forth in this Agreement.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. From BMS. BMS warrants that the Software: (i) will be provided in a professional manner and otherwise in accordance with generally recognized industry standards; and (ii) will conform in all material respects to the Documentation. Customer’s sole and exclusive remedy for any breach of the above warranty will be for BMS to use commercially reasonable efforts, at no charge to Customer, to correct the non-compliance.
- 8.2. From Customer. Customer represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement. Customer represents that it has the requisite expertise to evaluate the suitability of, and has undertaken its own investigation of the suitability of, the Hosted Services and that it has relied upon its own skill and judgment in selecting the Hosted Services. Customer agrees it has determined Hosted Services meet Customer’s needs. Customer assumes the entire risk of using the Hosted Service. Customer also represents and warrants that (a) its use of Customer Data complies with Data Protection Laws; (b) it has the legal right to use Customer Data and (c) it has the legal right to allow BMS to process such Customer Data as set forth in this Agreement and any applicable Order.
- 8.3. Disclaimers. Except to the extent set forth in Section 8.1, CUSTOMER ACCEPTS THE HOSTED SERVICES “AS IS,” AND “AS AVAILABLE” WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) BMS HAS NO OBLIGATION TO INDEMNIFY OR DEFEND

CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) BMS DOES NOT REPRESENT OR WARRANT THAT THE HOSTED SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) BMS DOES NOT REPRESENT OR WARRANT THAT THE HOSTED SERVICES IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE; AND (d) THAT THE HOSTED SERVICES WILL OPERATE OR BE COMPATIBLE WITH ANY THIRD PARTY HOSTED SERVICES OR HARDWARE.

9. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 9.1. Maximum Liability. BMS'S TOTAL AGGREGATE LIABILITY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE HOSTED SERVICES WILL BE LIMITED TO THE AMOUNT OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT PAID OR PAYABLE FOR THE APPLICABLE HOSTED SERVICES BY CUSTOMER IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT FOR THE ORDER UNDER WHICH THE LIABILITY ARISES.
- 9.2. Exclusion of Damages. IN NO EVENT WILL BMS BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM LOST REVENUE, BUSINESS, PROFITS, SAVINGS, OR DATA, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, ALL REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF BMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN CUSTOMER'S JURISDICTION.
- 9.3. Basis of Bargain. The foregoing limitations and exclusions are an essential part of the parties' agreement and will apply even if any remedy fails of its essential purpose.

10. MISCELLANEOUS

- 10.1. Independent Contractors. BMS and Customer are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 10.2. Notices. BMS may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to sales@blackmountainsoftware.com, and such notices will be deemed received 72 hours after they are sent. Either party may also send notices to the other party at the address provided in the introduction via recognized overnight carrier, and such notices will be deemed received the following business day if sent for next day delivery.
- 10.3. Severability. If any term or provision of this Agreement should be declared unlawful, void or unenforceable, the remaining terms and provisions of this Agreement shall be unimpaired and remain in full force and effect, and the unlawful, void or unenforceable term or provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under applicable law.

- 10.4. Entire Agreement. This Agreement, together with any Annual Orders and documents referenced in this Agreement, constitutes the entire agreement and understanding between BMS and Customer relating to the subject matter of this Agreement and supersedes any and all previous and contemporaneous communications, proposals, warranties, representations or agreements, whether written or oral, with respect to the subject matter of this Agreement.
- 10.5. Conflicts; Order of Precedence. In the event of a conflict between provisions of this Agreement, an Order, the Documentation, or other attachment, the following order of precedence will govern: (1) the Agreement; (2) an Annual Order, with more recent Annual Orders taking precedence over later ones; and (3) the Documentation.
- 10.6. No Assignment. Customer shall not assign this Agreement, any interest in this Agreement, or any rights hereunder, or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without BMS's prior express written approval, which approval shall not be unreasonably withheld. Any such purported assignment or delegation by Customer without BMS's prior written consent will be null and void and of no force or effect. BMS may assign this Agreement without Customer's prior written consent to an affiliate or in connection with a change of control, merger, acquisition, or sale of all or of substantially all of its assets.
- 10.7. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.
- 10.8. Choice of Law and Jurisdiction. This Agreement and the rights, duties and obligations of the parties hereto are to be governed by, construed and enforced according to the laws of the State of Florida and controlling U.S. federal law.
- 10.9. Force Majeure. BMS will not be responsible for any delay or failure to perform obligations specified in this Agreement due to causes beyond BMS's reasonable control.
- 10.10. Waiver. Failure by BMS to enforce any rights or remedies under this Agreement or any Order will not be construed as a waiver of such rights or remedies, and a waiver by BMS of a default under this Agreement or any Order in one or more instances will not be construed as constituting a continuing waiver or as a waiver of any other rights or remedies under this Agreement or any Order. BMS will not be deemed to have waived any rights or remedies under this Agreement or any Order unless such waiver is in writing and signed by a duly authorized representative of BMS.
- 10.11. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

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**BLACK MOUNTAIN**
SOFTWARE800.353.8829 BLACKMOUNTAINSOFTWARE.COM 110 MAIN ST, STE 3 | POLSON, MT 59860 

CUSTOMER INVOICE

CITY OF PAHOKEE
207 BEGONIA DR
PAHOKEE FL 33476-2110

Customer # 1013

INVOICE NUMBER:	30240
INVOICE DATE:	April 01, 2024
EFFORT:	Annual Service and Support

CHARGES**PRODUCTS AND SERVICES:**

GM01-CLOUD HOSTING - 04/01/2024	5,715.00
MM01-SERVICE/SUPPORT ACCOUNTING - 04/01/2024	2,715.00
MSS0013-SAAS CREDIT CARD MANAGER - 04/01/2024	1,120.00
MM13-SERVICE/SUPPORT PURCHASE ORDERS - 04/01/2024	540.00
MM45-SERVICE/SUPPORT REMOTE REQUISITIONS - 04/01/2024	540.00
MM15-SERVICE/SUPPORT CASH RECEIPTING - 04/01/2024	1,685.00
Total	12,315.00