

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting
Tuesday, September 24, 2024, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

Keith W. Babb, Jr., Mayor
Clara Murvin, Vice Mayor
Derrick Boldin, Commissioner
Sanquetta Cowan-Williams, Commissioner
Everett D. McPherson, Sr., Commissioner

CHARTER OFFICERS:

Michael E. Jackson, Interim City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, Esq., 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. Palm Beach County Fire Rescue - Cadet West Initiative
- 2. Kyle Stoekel, Brown & Brown - Liability Insurance
- 3. Proclamation - October 7-13, 2024 as Florida Climate Week

- F. CONSENT AGENDA**

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

- 1. Update - City Projects

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- 1. ORDINANCE 2024-08 ((FIRST READING) AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF PAHOKEE AMENDING THE CITY OF PAHOKEE CODE OF ORDINANCES TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; TO REFORMAT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.
- 2. RESOLUTION 2024-38 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A FINAL MILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.
- 3. RESOLUTION 2024-39 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA RELATING TO FINANCES, PROVIDING FOR THE ADOPTION AND FUNDING OF THE FINAL MUNICIPAL BUDGET OF THE CITY OF PAHOKEE, FLORIDA IN THE AMOUNT OF \$8,939,702, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

- I. RESOLUTION(S)**

- 1. RESOLUTION 2024-40 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE OBSERVED HOLIDAYS FOR

FISCAL YEAR 2024/2025 AS SET FORTH ON EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

2. RESOLUTION 2024-41 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE ACCEPTANCE OF THE EMPLOYEE BENEFITS PACKAGE WITH AN 8.6% INCREASE IN MEDICAL COVERAGE AND A 6.3% INCREASE IN LIFE INSURANCE COVERAGE AS SET FORTH IN EXHIBIT “A” HERETO; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
3. RESOLUTION 2024-42 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF PAHOKEE AND HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS LLC, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
4. RESOLUTION 2024-43 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE NINETEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND RICK L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

PALM BEACH COUNTY

The Cadet West Initiative, part of the Palm Beach County Fire Rescue Cadet Battalion, guides young adults in Belle Glade and surrounding communities toward careers in the fire service.



Through practical fire service training, hands-on experience, and community engagement, we help cadets build essential skills, discipline, and leadership.

WEST

Our supportive and inclusive environment prepares them to excel in their careers and serve their community with dedication and compassion.



Proclamation

WHEREAS, the Climate Change 2023: Synthesis Report listed a current temperature rise of 1.1°C leading to constant unnatural weather events bringing disarray to the planet and its inhabitants, and it reports an increase in weather-related disasters with every rise in temperature level; and

WHEREAS, Florida and its 825 miles of shoreline and low elevation points of ~100ft above sea level make the state highly susceptible to sea-level rise and other natural disasters related to climate change, and the high level of CO2 pollution also threatens to harm Florida's coral reefs and a variety of sea organisms; and

WHEREAS, VoLo Foundation, along with other non-profit organizations, local, state, and federal partners, elected leaders, news media, volunteer and professional associations, is committed to educating Florida citizens and visitors about the climate crisis so they may take action to bring about positive, influential change to protect their families, businesses, and themselves.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, and on behalf of the City Commission, do hereby proclaim October 7 - 13, 2024 as:

Florida Climate Week in Pahokee, Florida

and encourage residents to become more aware of our changing climate and participate in the various programs during Florida Climate Week that will present and discuss solutions by visiting the Florida Climate Week website at <https://floridaclimateweek.org/>.

PROCLAIMED this 24th day of September, 2024



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara Murvin

Vice Mayor Clara Murvin

Derrick Boldin

Commissioner Derrick Boldin

Sanquetta Cowan-Williams

Commissioner Sanquetta Cowan-Williams

Everett D. McPherson, Sr.

Commissioner Everett D. McPherson, Sr.



Keith W. Babb, Jr.
MAYOR

Clara "Tasha" Murvin
VICE-MAYOR

Michael E. Jackson
INTERIM CITY MANAGER

Nylene Clarke
CITY CLERK

"Building a City and Community of Choice"

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COMMISSIONERS:

Derrick Boldin

Sanquetta Cowan-Williams

Everett D. McPherson, Sr.

Burnadette Norris-Weeks
CITY ATTORNEY

To: City Commission
From: Michael E. Jackson, Interim City Manager
CC: Nylene Clarke, City Clerk
Date: 9/24/2024
Re: Pahokee Ordinance Amendment – Building Regulations Ch 6 Floodplain Ch 10

REQUEST:

Staff requests the City of Pahokee City Commission to approve the proposed amendments to City of Pahokee Buildings and Building Regulations Ch 6 & Flood Damage Prevention Ch 10.

ANALYSIS:

The proposed amendments update the date of the flood insurance study and flood insurance rate maps and reformat local amendments to the Florida Building Code into plain language format.

STAFF RECOMMENDATION:

Staff recommends the City of Pahokee City Commission approve the proposed Ordinance to amend its adopted floodplain ordinance & building regulations.

ORDINANCE NO. 2024-08

AN ORDINANCE BY THE CITY OF COMMISSION AMENDING THE CITY OF PAHOKEE CODE OF ORDINANCES TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; TO REFORMAT LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City of Pahokee participates in the National Flood Insurance Program and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Palm Beach County, Florida and Incorporated Areas, with an effective date of December 20, 2024; and

WHEREAS, the City of Pahokee has determined that it is in the public interest to amend Chapter 6 – Article 1 Section 6-1, Section 6-2, Section 6-3 and Section 6-4 Buildings, and Building Regulations and Chapter 10 – Section 10 Flood Damage Prevention to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City Commission of the City of Pahokee previously adopted local amendments to the Florida Building Code and is reformatting those amendments as part of Chapter 10 – Section 10 Flood Damage Prevention.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Pahokee that the following amendment is hereby amended as set forth in the following amendments, as shown in ~~strikethrough~~ and underline format in Section 1 and Section 2.

SECTION 1. Amend Chapter 6 – Article 1, Section 6-1, Section 6-2, Section 6-3 and Section 6-4 Buildings and Building Regulations as follows.

Chapter 6 BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. IN GENERAL

Sec. 6-1. Codes adopted.

The City hereby adopts the following codes. These codes supersede all previously adopted codes.

- (1) Florida Building Code, 2010 edition as amended and adopted by the State;
- (2) 2008 National Election Code/NFPA 70;
- (3) Palm Beach County local amendments to the Florida Fire Prevention Code Chapter 69A-70. Florida Administrative Code, including N.F.P.A.1, Florida Edition. N.F.P.A.101, Florida Edition, as adopted by Palm Beach County in 2011-038, and as hereafter amended by Palm Beach County.

Sec. 6-2. Technical amendments to the Florida Building Code, Building.

Modify the definition as follows:

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a three-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the three-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to April 26, 2016. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Modify section 1612.4.1 as follows:

1612.4.1 Additional requirements for enclosed areas. In addition to the requirements of ASCE 24, enclosed areas below the design flood elevation shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators.

Sec. 6-3. Technical amendments to the Florida Building Code, Existing Building.

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a three-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the three-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to April 26, 2016. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Sec. 6-4. Technical amendments to the Florida Building Code, Residential.

R322.2.2 Enclosed areas below design flood elevation. Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

Remainder of R322.2.2 unchanged.

R322.3.4 Walls below design flood elevation. Walls and partitions are not permitted below the elevated floor.

R322.3.5 Enclosed areas below design flood elevation. Enclosed areas below the design flood elevation are not permitted.

Exception: Areas enclosed by insect screening or open lattice.

SECTION 2. Amend Chapter 10 - Sec.10 Flood Damage Prevention as follows.

Chapter 10 FLOOD DAMAGE PREVENTION

ARTICLE I. ADMINISTRATION

DIVISION 1. GENERAL

Sec. 10-1. Title.

These regulations shall be known as the "Floodplain Management Ordinance" of the City of Pahokee, hereinafter referred to as "this chapter."

Sec. 10-2. Scope.

The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of

tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

Sec. 10-3. Intent.

The purposes of this chapter and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

Sec. 10-4. Coordination with the *Florida Building Code*.

This chapter is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

Sec. 10-5. Warning.

The degree of flood protection required by this chapter and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.

Sec. 10-6. Disclaimer of liability.

This chapter shall not create liability on the part of the City of Pahokee or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

*DIVISION 2. APPLICABILITY***Sec. 10-7. General.**

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

Sec. 10-8. Areas to which this chapter applies.

This chapter shall apply to all flood hazard areas within the City of Pahokee, as established in section 10-9 of this chapter.

Sec. 10-9. Basis for establishing flood hazard areas.

The Flood Insurance Study for Palm Beach County, Florida, and Incorporated Areas dated **October 5, 2017 December 20, 2024**, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM) and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the city hall.

Sec. 10-10. Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to article I, division 5 of this chapter the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the *Florida Building Code*.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

Sec. 10-11. Other laws.

The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

Sec. 10-12. Abrogation and greater restrictions.

This chapter supersedes any chapter in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing chapters including but not limited to land development regulations, zoning chapters, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this chapter and any other chapter, the more restrictive shall govern. This chapter shall not impair any deed

restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

Sec. 10-13. Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

DIVISION 3. DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

Sec. 10-14. Designation.

The zoning officer is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

Sec. 10-15. General.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to article I, division 7 of this chapter.

Sec. 10-16. Applications and permits.

The floodplain administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and

- (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.

Sec. 10-17. Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement"; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this chapter is required.

Sec. 10-18. Modifications of the strict application of the requirements of the *Florida Building Code*.

The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to article I, division 7 of this chapter.

Sec. 10-19. Notices and orders.

The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

Sec. 10-20. Inspections.

The floodplain administrator shall make the required inspections as specified in article I, division 6 of this chapter for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

Sec. 10-21. Other duties of the floodplain administrator.

The floodplain administrator shall have other duties, including but not limited to:

- (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 10-17 of this chapter;
- ~~(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);~~
- ~~(2)~~ (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, ~~or floodway designations~~; such submissions shall be made within six (6) months of such data becoming available;
- ~~(3)~~ (4) Review required design certifications and documentation of elevations specified by this chapter and the *Florida Building Code* to determine that such certifications and documentations are complete;
- ~~(4)~~ (5) Notify the Federal Emergency Management Agency when the corporate boundaries of City of Pahokee are modified; and
- ~~(5)~~ (6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

Sec. 10-22. Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this chapter; ~~notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained~~; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at city hall.

DIVISION 4. PERMITS

Sec. 10-23. Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or

approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

Sec. 10-24. Floodplain development permits or approvals.

Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

Sec. 10-25. Buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this chapter:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding two hundred fifty (250) square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

Sec. 10-26. Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.

- (4) Be accompanied by a site plan or construction documents as specified in article I, division 5 of this chapter.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the floodplain administrator.

Sec. 10-27. Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the *Florida Building Codes*, or any other chapter of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

Sec. 10-28. Expiration.

A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized is suspended or abandoned for a period of one hundred eighty (180) days after the work commences. Extensions for periods of not more than one hundred eighty (180) days each shall be requested in writing and justifiable cause shall be demonstrated.

Sec. 10-29. Suspension or revocation.

The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other chapter, regulation or requirement of this community.

Sec. 10-30. Other permits required.

Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The South Florida Water Management District; F.S. § 373.036.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.
- (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

DIVISION 5. SITE PLANS AND CONSTRUCTION DOCUMENTS

Sec. 10-31. Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, ~~floodway boundaries~~ and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations ~~or floodway data~~ are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with section 10-32(2) or (3) of this chapter.
- (3) Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with section 10-32(1) of this chapter.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
- (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
- ~~(9) Existing and proposed alignment of any proposed alteration of a watercourse.~~

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

Sec. 10-32. Information in flood hazard areas without base flood elevations (approximate Zone A).

Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicant's base flood elevation ~~and floodway~~ data available from a federal or state agency or other source or require the applicant to

- obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
 - (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

Sec. 10-33. Additional analyses and certifications.

For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), the applicant shall have an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage signed and sealed by a Florida-licensed engineer for submission with the site plan and construction documents. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- ~~(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 10-34 of this chapter and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.~~
- ~~(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.~~
- ~~(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 10-34 of this chapter.~~

- (4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

Sec. 10-34. Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

DIVISION 6. INSPECTIONS

Sec. 10-35. General.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

Sec. 10-36. Development other than buildings and structures.

The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

Sec. 10-37. Buildings, structures and facilities exempt from the *Florida Building Code*.

The floodplain administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

Sec. 10-38. Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the floodplain administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 10-32(3)(b) of this chapter, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

Sec. 10-39. Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection.

As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 10-38 of this chapter.

Sec. 10-40. Manufactured homes.

The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

*DIVISION 7. VARIANCES AND APPEALS***Sec. 10-41. General.**

The board of adjustments shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to section 553.73(5), F.S., the board of adjustments shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code, Building*.

Sec. 10-42. Appeals.

The board of adjustments shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision may appeal such decision to the circuit court, as provided by Florida Statutes.

Sec. 10-43. Limitations on authority to grant variances.

The board of adjustments shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 10-47 of this chapter, the conditions of issuance set forth in section 10-48 of this chapter, and the comments and recommendations of the floodplain administrator and the building official. The board of adjustments has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

Sec. 10-44. ~~Reserved. Restrictions in floodways.~~

~~A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 10-33 of this chapter.~~

Sec. 10-45. Historic buildings.

A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

Sec. 10-46. Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, ~~provided~~

the variance meets the requirements of section 10-44, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

Sec. 10-47. Considerations for issuance of variances.

In reviewing requests for variances, the board of adjustments shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this chapter, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the Comprehensive Plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

Sec. 10-48. Conditions for issuance of variances.

Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;
- (2) Determination by the board of adjustments that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and chapters; and

- c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

DIVISION 8. VIOLATIONS

Sec. 10-49. Violations.

Any development that is not within the scope of the *Florida Building Code* but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this chapter, shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

Sec. 10-50. Authority.

For development that is not within the scope of the *Florida Building Code* but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

Sec. 10-51. Unlawful continuance.

Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

ARTICLE II. DEFINITIONS

DIVISION 1. GENERAL

Sec. 10-52. Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings shown in this section.

Sec. 10-53. Terms defined in the *Florida Building Code*.

Where terms are not defined in this chapter and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

Sec. 10-54. Terms not defined.

Where terms are not defined in this chapter or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

DIVISION 2. DEFINITIONS

~~*Alteration of a watercourse* means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.~~

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this chapter.

ASCE 24 means a standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Coastal construction control line means the line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Design flood means the flood associated with the greater of the following two (2) areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the

map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

Development means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure mean any buildings and structures for which the "start of construction" commenced before May 15, 1978. [Also defined in FBC, B, Section 202.]

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 15, 1978.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area means the greater of the following two (2) areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) *Letter of Map Amendment (LOMA)* means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of Map Revision (LOMR)* means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of Map Revision Based on Fill (LOMR-F)* means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional Letter of Map Revision (CLOMR)* means a formal review and comment as to whether a proposed flood protection project or other project complies with the

minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck as defined in 40 C.F.R. 86.082-2, any motor vehicle rated at eight thousand five hundred (8,500) pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of six thousand (6,000) pounds or less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than twelve (12) persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home means a structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction means for the purposes of administration of this chapter and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after May 15, 1978 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 15, 1978.

Park trailer means a transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01]

Recreational vehicle means a vehicle, including a park trailer, which is: [See F.S. § 320.01]

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction means the date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. ~~Permanent construction~~ ~~Permanent construction~~ does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement means any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a three-year period, the cumulative cost of which equals or exceeds fifty (50) percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the three-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to April 26, 2016. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this chapter, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this chapter or the *Florida Building Code*.

~~*Watercourse* means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.~~

ARTICLE III. FLOOD RESISTANT DEVELOPMENT

DIVISION 1. BUILDINGS AND STRUCTURES

Sec. 10-55. Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*.

Pursuant to section 10-25 of this chapter, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of article III, division 7 of this chapter.

Sec. 10-56. Buildings and structures seaward of the coastal construction control line.

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code*, *Building* Section 3109 and Section 1612 or *Florida Building Code*, *Residential* Section R322.
- (2) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.

Sec. 10-56.5. Florida Building Code, technical amendments.

(1) Cumulative substantial improvement. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Improvement" shall be as defined in Article II, Division 2 of this chapter.

(2) Limit enclosures below elevated dwellings in flood hazard areas other than Coastal High Hazard Areas and Coastal A Zones. Enclosed areas below the required elevation for dwellings in flood hazard areas other than Coastal High Hazard Areas and Coastal A Zones shall be limited as follows:

a. The interior portion of enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

b. Where perimeter wall (crawlspace) foundations are permitted for dwellings, the limitation on partitions does not apply to interior load bearing walls.

c. Access to enclosed areas below dwellings shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

(3) Limit enclosures below elevated buildings other than dwellings in flood hazard areas. Enclosed areas below the required elevation for buildings other than dwellings shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

(4) Enclosures below elevated dwellings in Coastal High Hazard Areas and Coastal A Zones. Enclosed areas below the required elevation for dwellings in Coastal High Hazard Areas and Coastal A Zones are not permitted, unless enclosed by open lattice or insect screening.

DIVISION 2. SUBDIVISIONS

Sec. 10-57. Minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 10-58. Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 10-32(1) of this chapter; and
- (3) Compliance with the site improvement and utilities requirements of article III, division 3 of this chapter.

DIVISION 3. SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

Sec. 10-59. Minimum requirements.

All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Sec. 10-60. Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

Sec. 10-61. Water supply facilities.

All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

Sec. 10-62. ~~Reserved. Limitations on sites in regulatory floodways.~~

~~No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 10-33(1) of this chapter demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.~~

Sec. 10-63. Limitations on placement of fill.

Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

Sec. 10-64. Limitations on sites in coastal high hazard areas (Zone V).

In coastal high hazard areas, alteration of shoreline or native vegetation shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by section 10-33(4) of this chapter demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration under or around elevated buildings and structures shall comply with section ~~10-84(3)~~ ~~10-87(3)~~ of this chapter.

DIVISION 4. MANUFACTURED HOMES

Sec. 10-65. General.

All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this chapter. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

Sec. 10-66 Limitations on installation in floodways and coastal high hazard areas (Zone V).

New installations of manufactured homes shall not be permitted in floodways and coastal high hazard areas (Zone V).

Sec. 10-67. Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- (1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this chapter. Foundations for manufactured homes subject to section 10-71 of this chapter are permitted to be reinforced piers or other foundation elements of at least equivalent strength.
- (2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this chapter.

Sec. 10-68. Anchoring.

All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

Sec. 10-69. Elevation.

Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 10-70 or 10-71 of this chapter, as applicable.

Sec. 10-70. General elevation requirement.

Unless subject to the requirements of section 10-71 of this chapter, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

Sec. 10-71. Elevation requirement for certain existing manufactured home parks and subdivisions.

Manufactured homes that are not subject to section 10-70 of this chapter, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- (1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or
- (2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than thirty-six (36) inches in height above grade.

Sec. 10-72. Enclosures.

Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

Sec. 10-73. Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322, as applicable to the flood hazard area.

DIVISION 5. RECREATIONAL VEHICLES AND PARK TRAILERS

Sec. 10-74. Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than one hundred eighty (180) consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

Sec. 10-75. Permanent placement.

Recreational vehicles and park trailers that do not meet the limitations in section 10-74 of this chapter for temporary placement shall meet the requirements of article III, division 4 of this chapter for manufactured homes.

DIVISION 6. Tanks

Sec. 10-76. Underground tanks.

Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

Sec. 10-77. Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of section 10-78 of this chapter shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic

loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

- (2) Not be permitted in coastal high hazard areas (Zone V).

Sec. 10-78. Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

Sec. 10-79. Tank inlets and vents.

Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

DIVISION 7. OTHER DEVELOPMENT

Sec. 10-80. General requirements for other development.

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- ~~(2) Meet the limitations of section 10-62 of this chapter if located in a regulated floodway;~~
- ~~(2) (3)~~ Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- ~~(3) (4)~~ Be constructed of flood damage-resistant materials; and
- ~~(4) (5)~~ Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

~~Sec. 10-81. Fences in regulated floodways.~~

~~Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 10-62 of this chapter.~~

~~Sec. 10-82. Retaining walls, sidewalks and driveways in regulated floodways.~~

~~Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 10-62 of this chapter.~~

Sec. ~~10-83~~ Roads and watercourse crossings in regulated floodways.

~~Roads and watercourse crossings, including roads, bridges, culverts, low water crossings and similar means for vehicles or pedestrians to travel from one (1) side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 10-62 of this chapter. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 10-33(3) of this chapter.~~

Sec. ~~10-81~~ ~~10-84~~. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).

In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four (4) inches.

Sec. ~~10-82~~ ~~10-85~~. Decks and patios in coastal high hazard areas (Zone V).

In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

Sec. ~~10-83~~ 10-86. Other development in coastal high hazard areas (Zone V).

In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

Sec. ~~10-84~~ 10-87. Nonstructural fill in coastal high hazard areas (Zone V).

In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (2) Nonstructural fill with finished slopes that are steeper than one (1) unit vertical to five (5) units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 3. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in City of Pahokee. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the City Commission of the City of Pahokee that the provisions of this ordinance shall become and be made a part of the City of Pahokee Code of Ordinances, and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 6. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption.

PASSED on first reading on _____, 2024.

PASSED and ADOPTED in regular session, with a quorum present and voting, by the City Commission of the City of Pahokee , upon second and final reading this _____ 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:

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



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: MICHAEL E. JACKSON, INTERIM CITY MANAGER
FROM: Joseph Martin, Director of Finance
SUBJECT: Finance Department
DATE: 24th September 2024

GENERAL SUMMARY/BACKGROUND:

In accordance with Florida Statute the City must approve a Resolution to adopt a "final millage" for the next fiscal year. This is required for Statutory Truth in Millage (TRIM) compliance.

Any changes adopted by the City Commission during the Final Budget Hearing, shall be incorporated into the Adopted Budget for Fiscal Year 2024/2025.

BUDGET IMPACT: YES

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Finance Department recommends approval of Resolution 2024-38 setting the operating millage rate at 6.5419 mills for the Fiscal Year 2024-2025.

ATTACHMENTS:

Resolution 2024-38

ADOPTION OF RESOLUTION RELATING TO FINAL MILLAGE FOR FISCAL YEAR 2024-2025

RESOLUTION 2024 - 38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A FINAL MILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a final millage rate, together with the establishment of a rolled-back rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, the City Commission of the City of Pahokee, Florida, on September 11, 2024, adopted a Fiscal Year 2024-2025 Tentative Millage Rate following a public hearing as required by Section 200.065, Florida Statutes; and

WHEREAS, the current year's gross taxable value for operating purposes, not exempt from taxation, within Palm Beach County has been certified by the County Property Appraiser to the City of Pahokee as One Hundred-Twenty-Seven Million Six Hundred Seventy-One Thousand Two Hundred Thirty-Seven Dollars (\$127,671,237.00); and

WHEREAS, the City Commission of the City of Pahokee, Florida, finds and determines that it is necessary for taxes to be levied upon all taxable real and personal property in the City of Pahokee, Florida in order to meet the obligations incident to providing for the orderly conduct of governmental business of the city, maintaining peace and good order in the City and payment of general operating expenses of the City; and

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. Final Millage. The City Commission of the City of Pahokee hereby adopts a final millage rate of 6.5419 mills for Fiscal Year 2024-2025, commencing October 1, 2024, through September 30, 2025, which is \$6.5419 per \$1,000.00 of taxable property value within the City of Pahokee.

Section 3. The rolled-back rate for the City of Pahokee for the Fiscal Year commencing October 1, 2024, through September 30, 2025, shall be and is hereby fixed at the rate of 6.027 mills. The levy of 6.5419 mills is greater than the rolled back rate of 6.027 by 8.54 percent, as set forth in Exhibit "A" attached hereto.

Section 4. Instructions to The City Manager. The City Manager is directed to forward a copy of this resolution to the Palm Beach County Property Appraiser and the Palm Beach County Tax Collector.

Section 5. Effective Date. This resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** on this 24th day of September 2024.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, City Clerk

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

Burnadette Norris-Weeks Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

Percentage of Increase in Millage Over Roll-Back Rate

(attached)

Percentage of Increase In Millage Over Roll-Back Rate:

The City of Pahokee’s Percentage Increase in Millage over Rolled-Back Rate is 8.54%. Fiscal Year 2023-2024 **rolled-back taxes** are \$771,121 (95% budgeted = **\$732,565**) and Fiscal Year 2024-2025 **proposed taxes** are \$835,212 (95% budgeted = **\$793,451**). Fiscal Year 2024-2025 proposed **tax increase is \$60,886** and Fiscal Year 2024-2025 **rolled-back rate is 6.027**. The Fiscal Year 2023-2024 millage rate was 6.5419 and Fiscal Year 2024-2025 proposed millage is 6.5419. The Fiscal Year 2024-2025 proposed millage decrease is 0.00 and the 2023-2024 rolled-back rates was 5.8307.



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: MICHAEL E. JACKSON, INTERIM CITY MANAGER
FROM: Joseph Martin, Director of Finance
SUBJECT: Finance Department
DATE: 24th September 2024

GENERAL SUMMARY/BACKGROUND:

In accordance with Florida Statute 200.065 the City must approve a Resolution to adopt the "final budget" for the next fiscal year. This is required for Statutory Truth in Millage (TRIM) compliance.

Any changes adopted by the City Commission during the Final Budget Hearing, shall be incorporated into the Adopted Budget for Fiscal Year 2024/2025.

BUDGET IMPACT: YES

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Finance Department recommends approval of Resolution 2024-39 approving the Final Budget for Fiscal Year 2024-2025.

ATTACHMENTS:

Resolution 2024-39

ADOPTION OF RESOLUTION RELATING TO FINAL MUNICIPAL BUDGET FOR FISCAL YEAR 2024-2025

RESOLUTION 2024 - 39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA RELATING TO FINANCES, PROVIDING FOR THE ADOPTION AND FUNDING OF THE FINAL MUNICIPAL BUDGET OF THE CITY OF PAHOKEE, FLORIDA IN THE AMOUNT OF \$8,939,702, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the adoption and implementation of a final fiscal budget to provide municipal expenses for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for the City of Pahokee, Florida is essential and is hereby attached as Exhibit "A".

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 clause is hereby ratified and confirmed as being true, and the same is hereby made a specific part of this Resolution.

Section 2. Adoption of Final Fund Budgets. The City of Pahokee, Florida, hereby adopts for the fiscal year, beginning October 1, 2024, and ending September 30, 2025, the final fund budgets set forth herein.

Section 3. Final Fund Budgets. The City Commission finds and determines that the sums set forth in the following final fund budgets are necessary to preserve the Public Health, Public Peace, and Public Welfare of the City of Pahokee, Florida, and are necessary to properly function as a City.

(a) There is hereby appropriated for the General Fund of the City of Pahokee, Florida for the above-described fiscal year, the total sum of Five Million Four Hundred Thirty-Eight Thousand Nine Hundred Eight Dollars (\$5,438,908.00) to provide for the budget of the General Fund.

(b) There is hereby appropriated from the Special Revenue Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Eight Hundred Sixty-Seven Thousand Dollars (\$867,000.00).

(c) There is hereby appropriated from the Henderson Endowment Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Twenty-Six Thousand Dollars (\$26,000.00).

(d) There is hereby established for the budget of the Capital Project Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Two Million Five Thousand Seven Hundred Eighty Dollars (\$2,005,780.00).

(e) There is hereby established for the budget of the Marina Campground Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Three Hundred Eighty-Four Thousand Three Hundred Eighty-Eight Dollars (\$384,388.00).

(f) There is hereby established for the budget of the Cemetery Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Two Hundred Seventeen Thousand Six Hundred Twenty-Six Dollars (\$217,626.00).

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

PASSED and **ADOPTED** on this 24th day of September 2024.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, City Clerk

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

Burnadette Norris-Weeks
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

Proposed Budget FY 2024-2025

(attached)

City of Pahokee, Florida

*2024-2025
Proposed Budget*



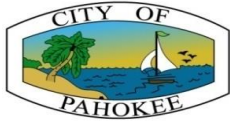
"The Grassy Waters Gateway to Lake Okeechobee"

*207 Begonia Drive
Pahokee, FL 33476*

(561) 924-5534

www.cityofpahokee.com

Proposed Budget
Tuesday, September 24, 2024



2024-2025

"The Grassy Waters Gateway to Lake Okeechobee"

Keith Babb Jr.
Mayor

Clara "Tasha" Murvin
Vice Mayor

Everett Jr. McPherson
Commissioner

Sanquetta Cowan-Williams
Commissioner

Derrick Boldin
Commissioner

Michael E. Jackson
Interim City Manager

Incorporated
1922
Population
5,579

Prepared by:

www.Cityofpahokee.com

2024-2025

Elected Officials

Keith W. Babb, Jr. Mayor
 Clara Murvin...Vice Mayor
 Derrick Boldin.....Commissioner
 Sanquetta Cowan-Williams Commissioner
 Everett D. McPherson, Sr. Commissioner

Appointed Officials

Michael E. Jackson.....Interim City Manager
 Nylene ClarkeCity Clerk
 Burnadette Norris-Weeks.....City Attorney
 LT. Josh KushelPBSO

Administration

Alvin Johnson.....Director of Public Works
 Joseph R. Martin.....Interim Director of Finance
 Jongelene Adams.....Director Community Development
 Gregory Williams.....Director of Parks & Recreation

BUDGET SUMMARY
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025
 THE PROPOSED OPERATING BUDGET EXPENDITURES/EXPENSES OF THE CITY OF PAHOKEE, FLORIDA ARE
 1.1% LESS THAN PRIOR YEAR'S TOTAL OPERATING EXPENDITURES/EXPENSES

Section H, Item 3.

Roll back rate 6.027

ESTIMATED REVENUES:

	Millage per \$1,000	GENERAL FUND	Henderson Endowment Fund	Special Revenue Fund	Capital Project Fund	Marina Campground Fund	Cemetery Fund	Total Budget
Taxes:	6.542							
Ad Valorem Taxes		793,451	-	-	-	-	-	793,451
Sales and Use Taxes		1,390,800	-	867,000	-	-	-	2,257,800
Franchise Fees		492,000	-	-	-	-	-	492,000
Utility Service Taxes Licenses and Permits		418,500	-	-	-	-	-	418,000
Intergovernmental Revenue		199,550	-	-	-	-	-	199,550
Charges for Services Fines and Forfeits		313,774	-	-	-	-	-	2,319,554
Interest Earnings & Rents		734,920	-	-	-	-	157,674	892,594
Enterprise Management Fees		82,000	-	-	-	-	-	82,000
Miscellaneous Revenue		122,850	26,000	-	-	211,411	-	360,261
Interfund Transfers In		-	-	-	-	-	-	-
Appropriated Fund Balance		90,800	-	-	-	-	-	90,800
		-	-	-	-	172,977	59,952	232,929
		800,263	-	-	-	-	-	800,263
Total Estimated Revenues, Transfers, and Appropriations		5,438,908	26,000	867,000	2,005,780	384,388	217,626	8,939,702

Expenditures/Expenses:

General Government		2,170,789	-	-	-	-	-	2,170,789
Public Safety		623,938	-	-	-	-	-	623,938
Physical Environment		525,000	-	867,000	2,005,780	384,388	217,626	3,999,794
Road and Street Expenses		901,982	-	-	-	-	-	901,982
Human Services		105,130	-	-	-	-	-	105,130
Culture and Recreation		905,140	-	-	-	-	-	905,140
Debt Service		-	-	-	-	-	-	-
Interfund Transfers Out		206,929	26,000	-	-	-	-	-
Total Appropriated Expenditures/Expenses, Reserves and Transfers		5,438,908	26,000	867,000	2,005,780	384,388	217,626	8,939,702

**City of Pahokee
Comparison By Fund
For The Fiscal Year Ending September 30, 2025**

<u>Fund</u>	<u>Adopted Budget 2023-2024</u>	<u>Proposed Budget 2024-2025</u>	<u>Variance</u>	<u>% Inc /Dec</u>
<u>GENERAL FUND</u>				
Total Revenues	\$ 5,570,676	\$ 5,438,908	\$ (131,768)	-2.37%
Expenditures by Department				
Commission	\$ 203,297	\$ 204,767	\$ 1,470	0.72%
City Manager	377,892	317,292	\$ (60,600)	-16.04%
City Clerk	229,345	174,434	\$ (54,911)	-23.94%
Financial & General Accounting	405,802	461,599	\$ 55,797	13.75%
Human Resources	75,587	105,130	\$ 29,543	39.08%
IT / GATV Access	40,000	40,000	\$ -	0.00%
Legal Counsel	100,000	100,000	\$ -	0.00%
Comprehensive Planning	15,250	15,250	\$ -	0.00%
Police	599,940	623,938	\$ 23,998	4.00%
Protective Inspections	305,674	348,501	\$ 42,827	14.01%
Roads & Streets	1,413,863	1,426,982	\$ 13,119	0.93%
Community Development	231,498	133,119	\$ (98,379)	-42.50%
Recreation (City)	733,423	697,273	\$ (36,150)	-4.93%
Recreation (PBC)	172,756	155,108	\$ (17,648)	-10.22%
Parks	48,266	52,759	\$ 4,493	9.31%
Non-Departmental	362,391	375,827	\$ 13,436	3.71%
Transfers Out	255,692	206,929	\$ (48,763)	-19.07%
Total Expenditures and Transfers	\$ 5,570,676	\$ 5,438,908	\$ (131,768)	-2.37%
<u>Special Revenue Fund</u>				
Revenue	\$ 480,000	\$ 867,000	\$ 387,000	80.63%
Transfer In	-	-	-	0.00%
Total Revenues and Transfers	\$ 480,000	\$ 867,000	\$ 387,000	80.63%
Expenses	\$ 344,766	\$ 867,000	\$ 522,234	0.00%
Transfers Out	\$ 135,234	\$ -	\$ (135,234)	-100.00%
Total Expenses and Transfers	\$ 480,000	\$ 867,000	\$ 387,000	80.63%
<u>HENDERSON ENDOWMENT FUND</u>				
Revenue	\$ 15,700	\$ 26,000	\$ 10,300	65.61%
Transfer In	\$ -	\$ -	\$ -	0.00%
Total Revenues and Transfers	\$ 15,700	\$ 26,000	\$ 10,300	65.61%
Expenses	\$ -	\$ -	\$ -	0.00%
Transfers Out	\$ 15,700	\$ 26,000	\$ 10,300	65.61%
Total Expenses and Transfers	\$ 15,700	\$ 26,000	\$ 10,300	65.61%
<u>ARPA Fund</u>				
Revenue	\$ 1,115,000	\$ -	\$ (1,115,000)	-100.00%
Transfer In	-	-	-	0.00%
Total Revenues and Transfers	\$ 1,115,000	\$ -	\$ (1,115,000)	-100.00%
Expenses	\$ 572,500	\$ -	\$ (572,500)	0.00%
Transfers Out	\$ 542,500	\$ -	\$ (542,500)	-100.00%
Total Expenses and Transfers	\$ 1,115,000	\$ -	\$ (1,115,000)	-100.00%
<u>Capital Project Fund</u>				
Revenue	\$ 1,200,000	\$ 2,005,780	\$ 805,780	67.15%
Transfer In	\$ -	\$ -	\$ -	0.00%
Total Revenues and Transfers	\$ 1,200,000	\$ 2,005,780	\$ 805,780	67.15%
Expenses	\$ 1,200,000	\$ 2,005,780	\$ 805,780	67.15%
Transfers Out	\$ -	\$ -	\$ -	0.00%
Total Expenses and Transfers	\$ 1,200,000	\$ 2,005,780	\$ 805,780	0.00%
<u>MARINA & CAMPGROUND FUND</u>				
Revenue	\$ 207,273	\$ 211,411	\$ (4,138)	2.00%
Transfer In	\$ 178,826	\$ 172,977	\$ (5,849)	-3.27%
Total Revenues and Transfers	\$ 386,099	\$ 384,388	\$ (9,987)	-0.44%
Expenses	\$ 386,099	\$ 384,388	\$ (1,711)	-0.44%
Total Expenses and Transfers	\$ 386,099	\$ 384,388	\$ (1,711)	-0.44%
<u>CEMETERY FUND</u>				
Revenue	\$ 176,613	\$ 157,674	\$ 18,939	-10.72%
Transfer In	\$ 92,566	\$ 59,952	\$ (32,614)	-35.23%
Total Revenues and Transfers	\$ 269,179	\$ 217,626	\$ (13,675)	-19.15%
Expenses	\$ 269,179	\$ 217,626	\$ (51,553)	-19.15%
Transfers Out	\$ -	\$ -	\$ -	0.00%
Total Expenses and Transfers	\$ 269,179	\$ 217,626	\$ (51,553)	-19.15%
TOTAL REVENUES - ALL FUNDS	\$ 9,036,654	\$ 8,939,702	\$ (96,952)	-1.07%
TOTAL EXPENSES - ALL FUNDS	\$ 9,036,654	\$ 8,939,702	\$ (96,952)	-1.07%

City of Pahokee
For the Fiscal Year Ending September 30, 2025
(Adopted)

Personnel Service Detail

Classification	Number of Positions
Accounts Payable Clerk (Vacant)	1
Athletic Coordinator/Facilities	1
Administrative Assistant	1
Assistant Director of Parks & Recreation	1
Cemetery Coordinator	1
Cemetery Worker I	2
City Clerk	1
City Manager	1
Clerk Specialist	1
Planning, Building & Zoning Manager	1
Code Enforcement Officer (Part Time)(Vacant)	1
Code Enforcement Officer	1
Commission	5
Custodian (Part time)	1
Grant Administrator	1
Director of Community & Economic Dev	1
Director of Finance (Vacant)	1
Director of Parks & Recreation	1
Director of Public Services	1
Executive Assistant	1
Recreational Specialist (Part time- Seasonal)	2
Human Resources /Risk & Public Safety Manager (Vacant)	1
Senior Accountant	1
Maintenance I (PW)	6
Maintenance II (PW)	1
Maintenance III	1
Marina / Public Service Clerk III	1
Operation Manager	1
Program Director	1
Public Services Assistant Director	1
Program Specialist I/Park Ranger (Vacant)	1
Program Specialist II	1
Summer Camp Counselors (Vacant)	2
	<u>45</u>

Personnel Service Cost by Department

	Department / Division	2024 Funded Positions	Salaries	FICA	Retirement	Life/Health Insurance	Workers Comp	TOTALS
General Funds								
511000	City Commission	5	\$ 28,200	\$ 2,157	\$ 2,073	\$ 26,000	\$ 117	58,547
512010	City Manager	2	170,000	13,005	21,567	11,500	476	216,548
512020	City Clerk	1	72,000	5,508	5,292	10,400	284	93,484
513010	Finance	4	259,994	19,890	19,110	41,300	702	340,996
513020	Human Resources	1	60,000	4,590	4,410	10,400	464	79,864
524000	Protective Inspections	4	197,473	15,107	14,514	31,350	3,007	261,451
541000	Roads and Streets	9.5	415,968	31,822	41,124	82,500	35,053	606,467
555000	Community Development	1	77,250	5,910	5,678	10,400	681	99,919
572000	Recreation Dept- City	7	281,493	21,534	17,662	40,000	15,028	375,717
572020	Recreation Dept-PBC	2	106,132	8,119	7,801	-	15,556	137,608
572150	Parks Department	0	-	-	-	-	-	-
	General Funds Total							2,270,601
Enterprise & Special Revenue Funds								
575000	Marina & Campground	0.5	23,181	1,773	1,703	6,400	-	33,057
539000	Cemetery	2	85,954	6,575	6,318	11,500	15,110	125,457
	Enterprise Funds Totals							
	ALL TOTAL FUNDS	39	\$ 1,777,645	\$ 135,990	\$ 147,252	\$ 281,750	\$ 86,478	\$ 2,429,115

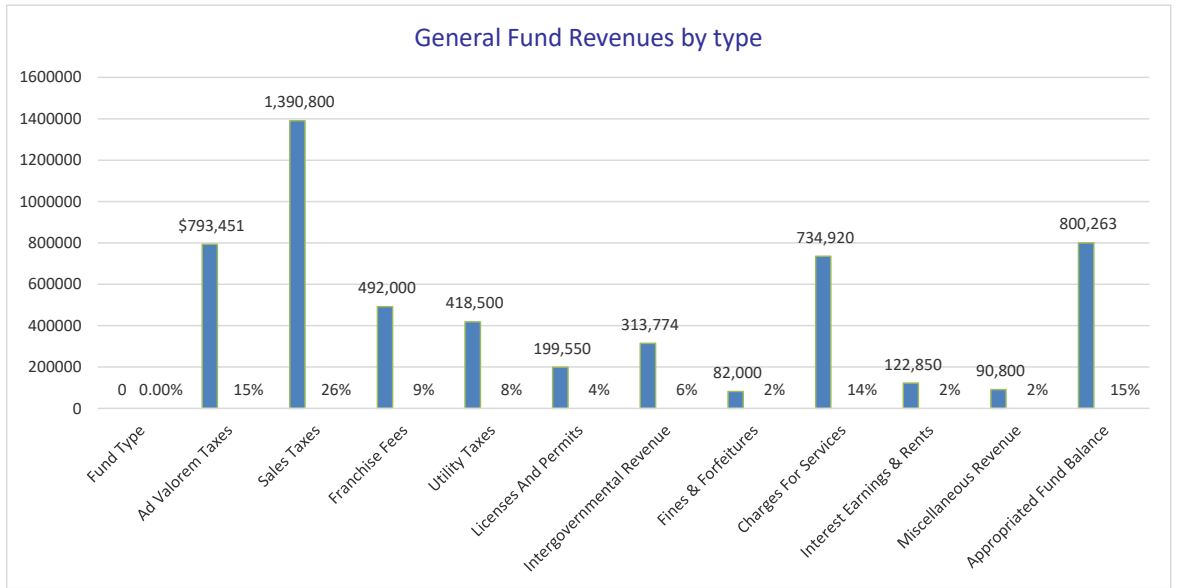
General Fund



City of Pahokee
Revenues by Type
For The Fiscal Year Ending September 30, 2025

General Fund Revenues By Type

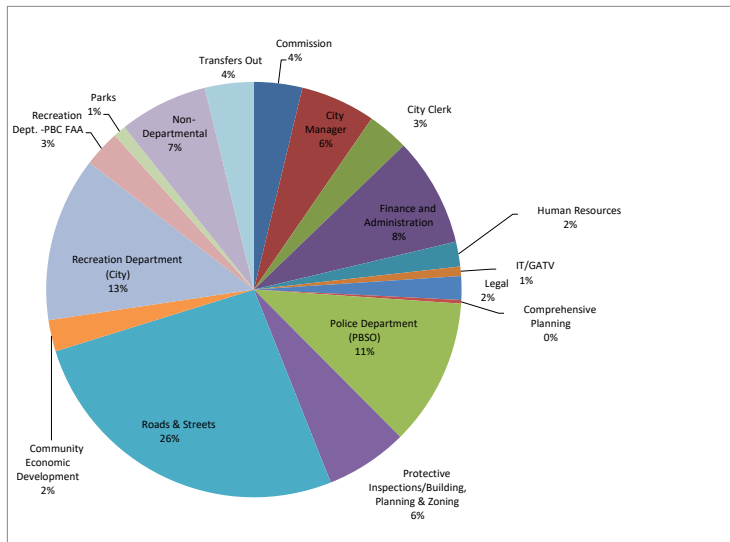
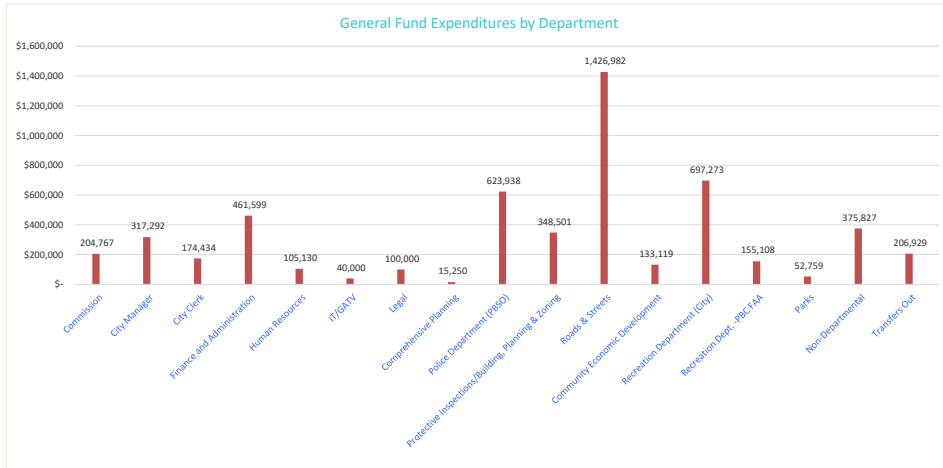
Fund Type	Proposed Budget	Percent of Total
Ad Valorem Taxes	\$ 793,451	15%
Sales Taxes	1,390,800	26%
Franchise Fees	492,000	9%
Utility Taxes	418,500	8%
Licenses And Permits	199,550	4%
Intergovernmental Revenue	313,774	6%
Fines & Forfeitures	82,000	2%
Charges For Services	734,920	14%
Interest Earnings & Rents	122,850	2%
Miscellaneous Revenue	90,800	2%
Appropriated Fund Balance	800,263	15%
Total Revenues	\$ 5,438,908	100%



**City of Pahokee
Expenditures by Department
For The Fiscal Year Ending September 30, 2025**

General Fund -Expenditures by Department

Departments	Proposed Budget	Percent of Total
Commission	204,767	3.76%
City Manager	317,292	5.83%
City Clerk	174,434	3.21%
Finance and Administration	461,599	8.49%
Human Resources	105,130	1.93%
IT/GATV	40,000	0.74%
Legal	100,000	1.84%
Comprehensive Planning	15,250	0.28%
Police Department (PBSO)	623,938	11.47%
Protective Inspections/Building, Planning & Zoning	348,501	6.41%
Roads & Streets	1,426,982	26.24%
Community Economic Development	133,119	2.45%
Recreation Department (City)	697,273	12.82%
Recreation Dept. -PBC FAA	155,108	2.85%
Parks	52,759	0.97%
Non-Departmental	375,827	6.91%
Transfers Out	206,929	3.80%
Total Expenditures	\$ 5,438,908	100.00%



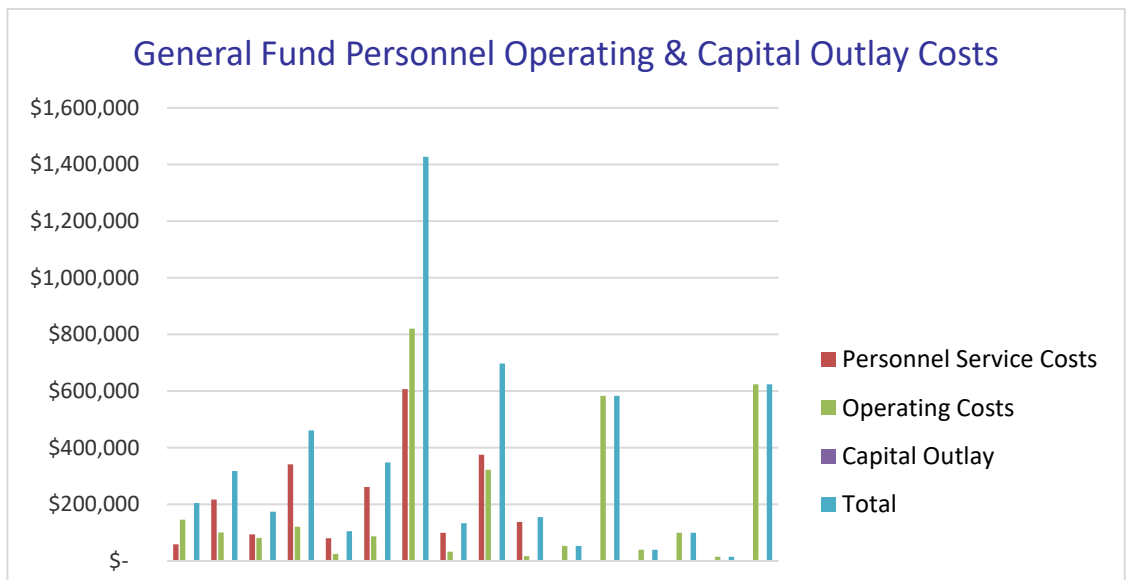
City of Pahokee
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2025

Account #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
311000	Current Year Ad Valorem Taxes	\$ 732,565	619,587	793,451
311100	Early Payment Discounts	(18,000)	(21,648)	(18,000)
311200	Prior Years' Ad Valorem Taxes	18,000	2,613	18,000
312100	New Local Option Gas Tax (Ct	58,000	32,675	60,000
312200	Local Option Gas Tax	135,000	71,362	135,000
313100	Franchise Fees - Electric	275,000	144,531	300,000
314100	Communication Service Tax	80,000	45,013	80,000
314200	Water Utility Service Tax	72,000	30,964	72,000
314300	Propane Utility Service Tax	6,500	1,125	6,500
314400	Electric Utility Service Tax	290,000	166,980	340,000
321000	Business Tax Receipts	18,000	5,955	18,000
321051	Business Tax Receipts(Late Fees)	2,200	432	2,200
338100	County Business Tax Receipts	16,000	3,619	16,000
322000	Building Permits	85,000	70,897	85,000
322010	Court Administration Fee	-	1,700	3,000
322500	Inspection Fee	8,500	5,875	9,500
323500	Education Fee	2,500	2,056	2,500
324000	Site Plan Review	35,000	37,618	50,000
324200	Site Plan - Rezoning Fees	-	6,750	5,000
324300	PBZ Advertising	-	2,050	2,500
325000	Vendor /Application Fee	-	25	50
326000	Mobile Home/RV permit fees	-	150	300
331501	FEMA - Hurricane Relief	-	989	-
334100	FL DOT Lighting Agreement	69,000	-	69,574
335200	State Revenue Sharing	461,000	235,112	470,000
335300	Mobile Home Licenses	5,500	4,137	5,500
335400	Alcoholic Beverage Licenses	1,000	3,526	5,000
335490	DOR - Motor Fuel Refunds	-	410	600
335500	8th Cent Motor Fuel Tax-Trns	88,000	52,065	92,000
335700	1/2 Cent Sales Tax	500,000	185,610	547,000
335490	DOR - Motor Fuel Tax Refunds	1,200	-	1,200
338200	DJJ - Paymt in Lieu of Taxes	142,900	-	142,900
338300	PHA - Paymt in Lieu of Taxes	25,000	-	25,000
337875	Early Learning Coalition	75,000	41,990	75,000
341300	Election Qualifying Fee	500	350	500
341400	Title Searches	10,000	6,905	6,000
341500	Photo Copy Charges	900	624	1,000
366400	Bench Advertising Revenue	1,900	-	1,900
347007	After School Rec Activity Fe	1,300	1,809	2,500
347010	Summer Recreation Program Fe	7,020	-	7,020
347011	Basketball/Baseball/Softball	500	1,350	500
347013	Basketball - Sponsorship Fee	-	5,400	5,400

Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2025

Account #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
347015	Basketball/Baseball Donation	500	600	600
347020	Cheerleader Registration	15,000	-	15,000
347027	Track - Registration Fees	500	-	500
347040	Orange Bowl - Sponsorship	5,000	6,411	7,000
347041	Donation - Dick's Sporting Goods	5,000	-	5,000
347042	Football - Registration	26,250	675	27,000
347043	Flag Football - Sponsorship	1,458	3,000	4,000
347045	Flag Football - Concessions	10,000	7,397	10,000
347047	Recreation Department - Donations	2,500	-	2,500
350100	Court Fines	4,000	2,025	2,000
350500	Code Enforcement Fines	80,000	62,081	80,000
350505	Vacant Properties Registry	1,300	-	1,300
360100	Interest Income	3,882	2,276	4,000
360350	Interest - SBA	16,000	11,520	19,800
361049	Interest - Investment	12,000	7,585	1,000
361050	Interest Income	3,200	1,136	4,000
362200	Rents - Metro PCS	25,000	14,901	25,500
362300	Rents - Cafeteria	6,350	1,700	4,000
362400	Rent-Everglades Preparatory	35,438	21,098	36,200
362590	Rent-Lutheran Services	27,000	19,192	27,600
362900	Rent- Seniors Room	250	-	250
362910	Rent -MLK Parks/Comm	25	175	200
362920	Rent-Athletic Field	10	225	300
363100	Donations - Back to School Bash	5,000	-	5,000
363000	Donations	30,000	2,050	28,600
364200	Insurance Proceeds	-	23,126	20,000
369098	Other Miscellaneous Revenues	3,000	838	12,700
343600	Water Entity Fees	190,000	96,732	192,000
343400	Garbage Fee Income	570,000	289,740	573,000
343420	Container Fee Income	20,000	10,037	20,000
343430	Recycling Fee Income	42,000	21,259	42,000
343700	Infrastructure Fee	25,000	14,626	28,000
381000	Interfund Trns	542,500	542,500	-
389408	Other Sources: Appropriated Fund Balance	655,528	-	800,263
TOTAL REVENUES/OTHER SOURCES		\$ 5,570,676	2,933,511	5,438,908

Department / Division	Personnel		Capital Outlay	Total
	Service Costs	Operating Costs		
City Commission	\$ 58,547	\$ 146,220		\$ 204,767
City Manager	216,548	100,744		317,292
City Clerk	93,484	80,950		174,434
Finance	340,996	120,603		461,599
Human Resources	79,864	25,266		105,130
Protective Inspections	261,451	87,050		348,501
Roads and Streets	606,467	820,515	-	1,426,982
Community Development	99,919	33,200		133,119
Recreation Dept- City	375,717	321,556		697,273
Recreation Dept-PBC	137,608	17,500		155,108
Parks Department	-	52,759		52,759
Non Departmental	-	582,756		582,756
IT/GATV ACCESS	-	40,000		40,000
Legal Counsel	-	100,000		100,000
Comprehensive Planning	-	15,250		15,250
Police Department	-	623,938		623,938
Total %	42%	58%	0%	100%



**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 511000 City Commission

As of 4/24

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
110	Executive Salaries	\$ 28,200	\$ 16,450	28,200
110/120/130	Salaries & Wages	28,200	16,450	28,200
210	FICA Taxes	2,157	2,442	2,157
220	FLC Ret 3%	846	410	846
221	FLC 4.35%	1,227	594	1,227
230	Life and Health Insurance	26,000	15,151	26,000
240	Worker's Compensation	67	54	117
	TOTAL PERSONNEL SERVICE	58,497	35,101	58,547
310	Professional Fees	35,580	17,834	36,000
360	Travel & Per Diem	65,000	19,414	60,000
367	Other Charges	4,000	9,797	10,000
482	Tri-Cities Barbecue	5,000	5,413	5,000
483	Tri-Cities Meeting	900	-	900
489	Contributions & Sponsorships	11,000	-	11,000
515	Dues	6,500	4,383	6,500
528	Uniforms	420	119	420
520	Operating Supplies	400	145	400
561	Conference Registrations	16,000	475	16,000
	TOTAL OPERATING EXPENDITURES	144,800	57,580	146,220
	*Total City Commission	\$ 203,297	\$ 92,681	\$ 204,767

**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 512010 City Manager

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
110	Executive Salaries	\$ 166,638	\$ 78,145	\$ 120,000
120	Regular Salaries & Wages	29,623		50,000
130	COLA & Performance Increase, & Part Time Wages	4,262	3,600	-
110/120/130	Salaries & Wages	200,523	81,745	170,000
210	FICA Taxes	15,340	6,203	13,005
211	FRS Retirement Contributions	17,892	13,545	17,892
220	League of Cities Retirement 3%	2,416	-	1,500
221	FLC Ret 4.35%	3,503	-	2,175
230	Life and Health Insurance	21,000	5,961	11,500
240	Worker's Compensation	274	222	476
	TOTAL PERSONNEL SERVICE	260,948	107,676	216,548
310	Professional Fees	5,280	-	5,280
340	Contractual Services	60,000	-	60,000
360	Travel & Per Diem -Seminars	8,000	404	16,000
367	Other Charges	4,000	4,066	4,000
368	City Manager Luncheons	1,500	-	1,500
461	Repairs/Maintennce	16,000	823	2,000
515	Dues	3,000	1,811	3,000
520	Operating Supplies	1,000	58	500
524	Fuel	14,000	2,025	4,000
528	Uniforms	300	-	300
559	Books & Subscriptions	-		300
561	Conference Registration	3,864	190	3,864
	TOTAL OPERATING EXPENDITURES	116,944	9,377	100,744
	*Total City Manager	\$ 377,892	\$ 117,053	\$ 317,292

**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 512020 City Clerk

As of 4/24

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
110	Executive Salaries	\$ 73,800	\$ 48,354	\$ 69,903
120	Regular Salaries & Wages	29,623	36,338	-
130	COLA & Performance Increase, & Part Time Wages	-	-	-
	3% Cost of Living Increase	4,502	-	2,097
	2.5% Performance Increase	3,865	-	-
110/120/130	Salaries & Wages	111,790	84,692	72,000
210	FICA Taxes	8,552	5,673	5,508
220	FLC Ret 3%	3,354	3,336	2,160
221	FLC Ret 4.35%	4,863	2,969	3,132
230	Life and Health Insurance	14,348	12,332	10,400
240	Worker's Compensation	163	132	284
	TOTAL PERSONNEL SERVICE	143,070	109,134	93,484
310	Professional Services	25,000	1,700	25,000
340	Contractual Services	10,000	-	10,000
360	Travel & Per Diem	10,970	1,866	6,000
367	Other Charges	5,000	3,306	5,000
414	Cellular Service	500	651	800
461	Repair/Maintenance	500	53	500
490	Advertising	2,100	1,461	2,100
497	Election Staffing	15,000	27,079	15,000
515	Dues	2,620	211	1,300
524	Fuel	250	-	250
561	Conference Registration	4,335	475	5,000
600	Software w/	10,000	-	10,000
	TOTAL OPERATING EXPENDITURES	86,275	36,802	80,950
	*Total City Clerk	\$ 229,345	\$ 145,936	\$ 174,434

**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 513010 Financial & General Accounting

As of 4/2024

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
110	Executive Salaries	\$ 77,000	\$ 46,900	\$ 85,000
120	Regular Salaries & Wages	158,137	96,859	167,421
130	COLA & Performance Increase, & Part Time Wages	-	-	-
	3% Cost of Living Increase	7,054	-	7,573
	2.5% Performance Increase	6,055	-	-
110/120/130	Salaries & Wages	248,246	143,759	259,994
210	FICA Taxes	18,991	10,683	19,890
220	FLC Ret 3%	7,447	4,932	7,800
221	FLC Ret 4.35%	10,799	7,090	11,310
230	Life and Health Insurance	16,000	24,463	41,300
240	Worker's Compensation	404	328	702
	TOTAL PERSONNEL SERVICE	301,887	191,255	340,996
310	Professional Fees	50,000	16,800	50,000
311	Drug Testing	200	-	200
320	Accounting & Auditing	20,000	26,562	36,000
360	Travel & Per Diem	6,000	248	6,000
367	Other Charges	600	439	600
461	Repair & Maintenance	1,000	-	1,000
470	Accounting Software Service	12,205	12,688	13,793
478	Printing (Checks & Deposit slips)	550	-	550
490	Advertising	1,500	-	1,000
492	Bank Charges/Fees	2,500	943	2,000
515	Dues	500	-	600
520	Operating Supplies	3,000	525	3,000
524	Fuel	460	-	460
528	Uniforms	400	-	400
561	Conference Registrations	5,000	1,150	5,000
	TOTAL OPERATING EXPENDITURES	103,915	59,355	120,603
	*Total Financial & General Accounting	\$ 405,802	\$ 250,610	\$ 461,599

**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 513020 Human Resources

As of 4/2024

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
110	Executive Salaries	\$ 38,438	\$ 25,366	\$ 60,000
130	COLA & Performance Increase, & Part Time Wages	-	-	
	3% Cost of Living Increase	1,154	-	-
	2.5% Performance Increase	990	-	-
110/120/130	Salaries & Wages	40,582	25,366	60,000
210	FICA Taxes	3,105	1,951	4,590
220	FLC Ret 3%	1,218	725	1,800
221	FLC Ret 4.35%	1,766	1,052	2,610
230	Life and Health Insurance	6,000	5,945	10,400
240	Worker's Compensation	267	217	464
	TOTAL PERSONNEL SERVICE	52,938	35,256	79,864
310	Professional	950	-	950
360	Travel & Per Diem	1,351	452	780
367	Other Charges	550	-	550
461	Repairs/Maintenance	316	-	316
478	Printing	150	-	150
490	Advertising	400	-	400
494	Background Screening	373	243	500
515	Dues	435	10	500
520	Operating Supplies	492	10	500
521	Computer Supplies	383	-	400
524	Fuel	149	43	-
528	Uniforms	-	-	120
561	Conference Registrations	1,100	95	1,100
576	Maint - Payroll Program	16,000	10,925	19,000
	TOTAL OPERATING EXPENDITURES	22,649	11,778	25,266
	*Total Human Resources	\$ 75,587	\$ 47,034	\$ 105,130

**City of Pahokee
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2025**

Dept 513030 IT / GATV ACCESS

As of 4/24

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
310	Professional Services	\$ 40,000	\$ 23,870	\$ 40,000
	<i>TOTAL OPERATING EXPENDITURES</i>	40,000	23,870	40,000
	<i>*Total IT / GATV Access</i>	\$ 40,000	\$ 23,870	\$ 40,000

**City of Pahokee
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2025**

Dept 514000 Legal Counsel

As of 4/24

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
310	Professional Fees	\$ 100,000	\$ 50,000	\$ 100,000
	<i>TOTAL OPERATING EXPENDITURES</i>	100,000	50,000	100,000
	<i>*Total Legal Counsel</i>	\$ 100,000	\$ 50,000	\$ 100,000

City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025

Dept 515000 Comprehensive Planning

As of 4/24

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
310	Professional Fees	\$ 12,000	\$ -	\$ 12,000
367	Other Charges	250	-	250
490	Advertising	3,000	-	3,000
TOTAL OPERATING EXPENDITURES		15,250	-	15,250
*Total Comprehensive Planning		\$ 15,250	\$ -	\$ 15,250

**City of Pahokee
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2025**

Dept 521000 Police Department (PBSO)

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
310	Professional Services	\$ 599,940	\$ 399,960	\$ 623,938
	<i>TOTAL OPERATING EXPENDITURES</i>	599,940	399,960	623,938
	<i>*Total Police Department</i>	\$ 599,940	\$ 399,960	\$ 623,938

**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 524000 Building, Planning & Zoning/Protective Inspections

As of 4/2024

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
120	Regular Salaries & Wages	\$ 151,049	\$ 94,351	\$ 171,987
130	COLA & Performance Increase, & Part Time Wages	-	10,466	19,734
	3% Cost of Living Increase	4,532		5,752
	2.5% Performance Increase	3,890		-
110/120/130	Salaries & Wages	159,471	104,817	197,473
210	FICA Taxes	12,200	7,365	15,107
220	FLC Ret 3%	4,785	2,831	5,924
221	FLC Ret 4.35%	6,937	3,529	8,590
230	Life and Health Insurance	33,000	17,833	31,350
240	Worker's Compensation	1,731	1,405	3,007
	TOTAL PERSONNEL SERVICE	218,124	137,780	261,451
310	Professional Services	62,000	41,267	62,000
360	Travel & Per Diem	5,000	1,096	5,000
461	Repair/Maintenance	500	-	500
478	Printing	500	-	500
515	Dues	2,000	2,378	2,500
520	Operating Supplies	3,500	2,081	3,500
524	Fuel	1,500	968	1,500
528	Uniforms	250	-	250
561	Conference Registration	1,300	-	1,300
577	Program-BPC Code Software Service	11,000	8,000	10,000
	TOTAL OPERATING EXPENDITURES	87,550	55,790	87,050
	*Total Protective Inspections	\$ 305,674	\$ 193,570	\$ 348,501

**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 541000 Roads & Streets

As of 4/2024

Object #	Account Name	Adopted Budget	Actual YTD	Proposed Budget
		2023-2024	2023-2024	2024-2025
110	Executive Salaries	\$ 71,750	\$ 42,636	\$ 75,000
120	Regular Salaries & Wages	340,484	223,791	330,670
130	COLA & Performance Increase, & Part Time Wages	-	-	-
	3% Cost of Living Increase	12,367	-	10,298
	2.5% Performance Increase	10,615	-	-
110/120/130	Salaries & Wages	435,216	266,427	415,968
210	FICA Taxes	33,295	19,217	31,822
211	FRS Retirement Contributions	9,500	5,786	10,550
220	FLC Ret 3%	13,057	6,344	12,479
221	FLC Ret 4.35	18,932	5,780	18,095
230	Life and Health Insurance	76,000	51,120	82,500
240	Worker's Compensation	17,305	14,044	35,053
	TOTAL PERSONNEL SERVICE	603,305	368,718	606,467
310	Professional Services	2,520	-	2,520
311	Drug Testing	696	185	400
320	Accounting & Auditing	5,874	7,895	6,000
340	Contractual Services	530,004	397,990	525,000
352	Tipping Fees	2,566	-	2,000
360	Travel & Per Diem	1,500	-	1,500
367	Other Charges	3,000	1,404	3,000
410	Communications - Local Service	1,327	1,051	2,000
413	Communications - Long Distance	2,868	1,794	3,000
431	Electric Service	105,000	60,200	105,000
432	Water, Sewer & Solid Waste S	4,000	2,384	4,000
450	General Liability Insurance	8,686	7,136	30,758
451	Auto Liability Insurance	4,184	2,874	6,346
452	Property Insurance	9,659	4,779	7,681
461	Repair/Maintenance	68,132	45,797	72,000
480	Promotional Activities	507	-	510
498	Vehicle Registration Fees	203	-	200
510	General Office Supplies	267	-	300
520	Operating Supplies	4,000	4,094	7,200
524	Fuel	24,000	13,792	24,000
525	Chemicals	2,500	-	2,500
526	Small Equipment	5,500	4,796	5,500
528	Uniforms	3,337	1,783	3,600
529	Protective Apparel	973	828	1,000
555	Sign/Sidewalk/Street/Replacements	1,500	1,376	2,500
561	Conference Registrations	2,000	-	2,000
	TOTAL OPERATING EXPENDITURES	794,803	560,158	820,515
600	CAPITAL OUTLAY	15,755	-	-
	TOTAL CAPITAL OUTLAY	15,755		
	*Total Roads & Streets	\$ 1,413,863	\$ 928,876	\$ 1,426,982
	Solid Waste Expense (Physical Services)	530,004	296,800	525,000
	*Total Roads & Streets	\$ 883,859	\$ 632,076	\$ 901,982

**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 555000 Community Economic Development

As of 4/2024

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
110	Executive Salaries	\$ 115,313	\$ 56,004	\$ 75,000
	3% Cost of Living Increase	3,460	-	2,250
	2.5% Performance Increase	2,970	-	-
110/120/130	Salaries & Wages	121,743	56,004	77,250
210	FICA Taxes	9,314	3,847	5,910
220	FLC Ret 3%	3,653	1,680	2,317
221	FLC Ret 4.35%	5,296	2,436	3,361
230	Life and Health Insurance	8,000	5,945	10,400
240	Worker's Compensation	392	318	681
	TOTAL PERSONNEL SERVICE	148,398	70,230	99,919
310	Professional Services	15,000	-	-
360	Travel & Per Diem	3,000	2,822	2,000
367	Other Charges	2,500	6,387	1,500
461	Repair/Maintenance	1,600	-	200
478	Printing	1,000	-	500
480	Promotional activities & Events	50,000	10,807	25,000
515	Dues	1,500	-	500
520	Operating Supplies	2,000	35	500
524	Fuel	1,500	-	500
561	Conference Registration	5,000	95	2,500
	TOTAL OPERATING EXPENDITURES	83,100	20,146	33,200
	*Total Community Development	\$ 231,498	\$ 90,376	\$ 133,119

**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 572000 Recreation Department - City

As of 4/2024

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
110	Executive Salaries	\$ 59,450	\$ 37,831	\$ 66,512
120	Regular Salaries & Wages	152,066	33,028	166,782
130	COLA & Performance Increase, & Part Time Wages	-	35,565	41,200
	3% Cost of Living Increase	3,383	-	6,999
	2.5% Performance Increase	2,904	-	-
110/120/130	Salaries & Wages	217,803	106,424	281,493
150	Special Pay	-	3,100	-
210	FICA Taxes	16,662	8,119	21,534
220	FLC Ret 3%	6,534	2,154	7,209
221	FLC Ret 4.35%	9,475	3,123	10,453
230	Life and Health Insurance	49,000	23,779	40,000
240	Worker's Compensation	8,653	7,022	15,028
	TOTAL PERSONNEL SERVICE	308,127	153,721	375,717
320	Annual Audit Fee	2,500	1,028	2,500
340	Contract - Janitorial Service	56,000	604	2,000
342	Copier Lease	5,000	2,596	5,000
354	Permit	1,500	-	1,500
360	Travel & Per Diem	1,500	138	500
367	Other Charges	11,000	13,381	11,000
410	Communications - Local Service	16,000	5,087	9,000
411	Gym Alarm Honeywell (entire complex)	6,000	543	1,000
413	Communications - Long Distance	1,000	280	500
415	Internet Service	7,500	4,426	7,600
420	Postage	200	-	200
431	Electric Service	63,000	27,089	47,000
432	Water, Sewer, & Solid Waste	8,000	4,586	8,000
436	Solid Waste Assessment	8,407	3,093	6,000
450	General Liability Insurance	13,476	11,071	33,834
451	Auto Liability Insurance	6,276	4,310	8,132
452	Property Insurance	93,969	46,498	69,132
461	Repair/Maintenance	39,000	13,547	22,500
494	HRS Background Screening	800	80	250
495	Cafeteria Expenses	2,000	-	2,000
496	Security (Special Events)	1,008	-	1,008
499	Annual Fire Safety Ins	360	570	1,000
510	General Office Supplies	3,000	1,028	2,000
515	Dues	3,000	850	1,500
520	Operating Supplies	10,000	10,658	12,600
524	Fuel	15,000	7,325	13,000
528	Uniforms	3,000	1,012	1,800
530	Food - After School Program	7,800	1,302	3,000
531	Misc. Expenses - After School Program	7,000	88	1,000
537	Program Supplies	20,000	20,535	35,000
544	Back-To-School BASH	10,000	-	10,000
561	Conference registration	2,000	-	2,000
	TOTAL OPERATING EXPENDITURES	425,296	181,725	321,556
	*Total Recreation Department - City	\$ 733,423	\$ 335,446	\$ 697,273

**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 572020 Recreation Department - PBC

As of 4/2024

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
120	Regular Salaries & Wages	\$ 99,000	\$ 59,447	103,041
130	COLA & Performance Increase, & Part Time Wages	-	-	-
	3% Cost of Living Increase	2,970	-	3,091
	2.5% Performance Increase	2,550	-	-
110/120/130	Salaries & Wages	104,520	59,447	106,132
150	Special Pay	-	2,500	-
210	FICA Taxes	7,996	4,595	8,119
211	FRS Retirement Contributions	3,800	-	-
220	FLC Ret 3%	3,136	790	3,184
221	FLC Ret 4.35%	4,547	1,146	4,617
230	Life and Health Insurance	9,000	-	-
240	Worker's Compensation	8,957	7,269	15,556
	TOTAL PERSONNEL SERVICE	141,956	75,747	137,608
360	Travel and Per Diem	2,000	-	2,000
528	Uniforms	1,500	-	1,500
530	Food - After School Program	7,800	983	2,000
535	Contributions & Sponsorships	5,000	-	5,000
537	Program Supplies	12,500	2,730	5,000
561	Conference Registration	2,000	-	2,000
	TOTAL OPERATING EXPENDITURES	30,800	3,713	17,500
	*Total Recreation Department - PBC	\$ 172,756	\$ 79,460	\$ 155,108

**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 572150 Parks Department

As of 4/2024

Object #	Account Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
320	Accounting & Auditing	\$ 500	\$ -	\$ 500
431	Electric Service	5,135	3,222	5,500
432	Water, Sewer & Solid Waste S	16,000	10,836	18,580
436	Solid Waste Assessment	3,357	6,190	7,000
450	General Liability Insurance	2,678	2,200	9,227
452	Property Insurance	12,993	6,429	9,602
461	Repair/Maintenane	6,853	880	1,600
499	Annual Fire Safety Inspection	50	-	50
520	Operating Supplies	200	100	200
525	Chemicals	500	-	500
	<i>TOTAL OPERATING EXPENDITURES</i>	48,266	29,857	52,759
	<i>*Total Parks Department</i>	\$ 48,266	\$ 29,857	\$ 52,759

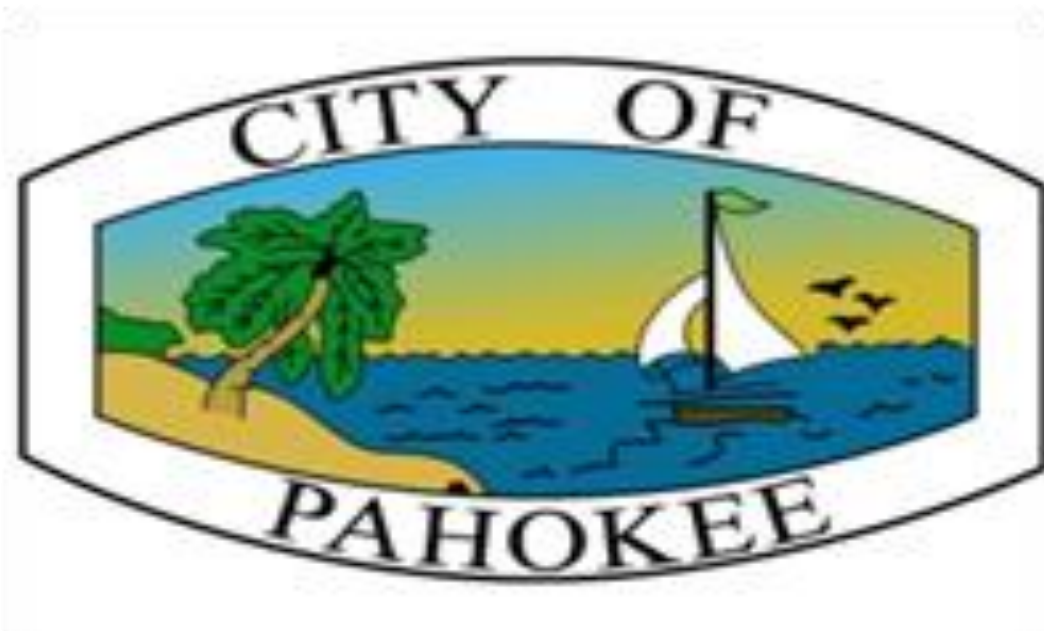
**City of Pahokee
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2025**

Dept 590000 Non-Departmental

As of 4/24

Object #	Account Number/Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
310	Professional Fees	\$ 20,800	\$ 4,163	\$ 20,000
342	Copier Lease	21,000	13,327	19,000
349	Lease - Vehicles	-	-	20,000
367	Other Charges-City Hall	25,000	26,409	25,000
410	Communications - Local	12,000	6,945	14,000
413	Communications - Long Distance	1,000	-	-
415	Internet for City	7,500	4,593	8,000
420	Postage	6,100	2,993	6,000
431	Electric Service	10,200	5,354	9,500
432	Water, Sewer and Solid Waste	5,500	3,877	5,500
434	East Beach Water Assessment-Inc 246 E Main	6,500	3,624	6,500
436	Solid Waste Assessment	3,000	3,095	4,000
440	Rentals and Leases	2,808	-	2,500
450	General Liability Insurance	19,463	15,989	67,668
451	Auto Liability Insurance	2,696	1,852	4,165
452	Property Insurance	108,724	53,899	67,211
453	Cyber Security	229	1,869	4,118
461	Repair/Maintenance	20,000	25,742	38,000
478	Printing	1,056	-	1,000
480	Promotional Activities	2,250	160	1,000
487	Employee of the Quarter	700	-	700
488	Employee of the Year	500	-	500
492	Bank Charges/Fees	-	40	100
499	Annual Fire Safety Inspection	200	-	200
510	General Office Supplies	5,000	6,882	11,000
515	Books, Dues & Subscription	165	-	165
546	Fourth of July Celebration	40,000	33,000	20,000
548	Christmas Celebration	40,000	-	20,000
	TOTAL OPERATING EXPENDITURES	362,391	213,813	375,827
920	Interfund Transfer	255,692	-	206,929
	TOTAL INTERFUND TRANSFER	255,692	-	206,929
	*Total Non-Departmental	\$ 618,083	\$ 213,813	\$ 582,756

Henderson Endowment Fund



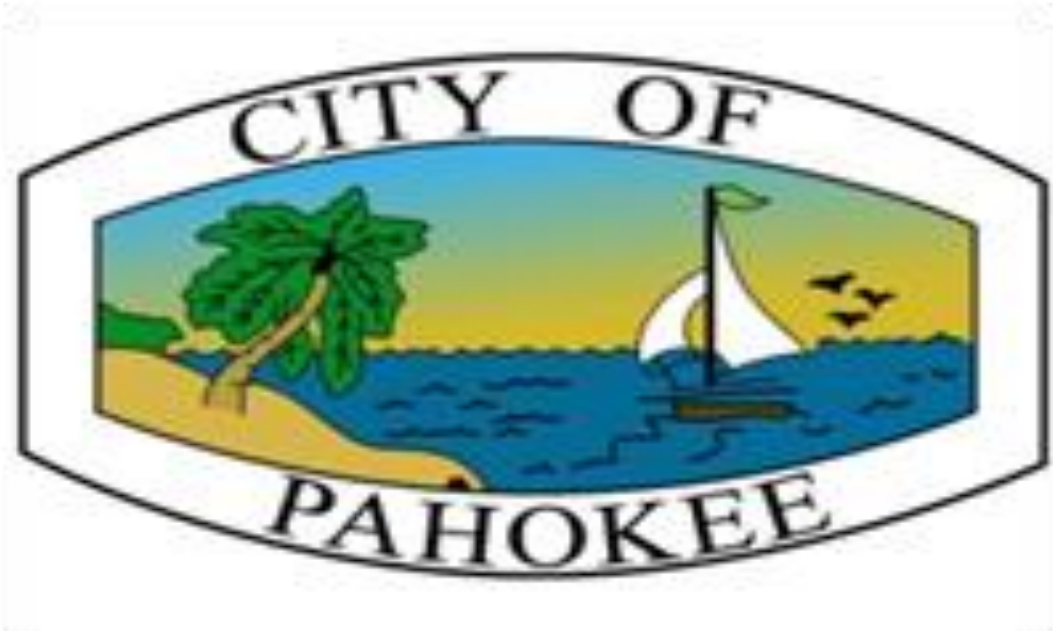
City of Pahokee
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2025

Fund 051 - Henderson Endowment

As of 4/24

Object#	Account Number/Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
REVENUES/OTHER SOURCES				
360150	Interest Income	15,700	15,556	26,000
	TOTAL REVENUES/OTHER SOURCES	15,700	15,556	26,000
EXPENDITURES				
539100	Interfund Tsfr Out - Cemetery	15,700	13,215	26,000
	TOTAL EXPENSES	\$ 15,700	\$ 13,215	\$ 26,000

Special Revenue Fund



City of Pahokee
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2025

Fund 100 - Special Revenue Fund

As of 4/24

Object#	Account Number/Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
	REVENUES/OTHER SOURCES			
335800	Disc Sales Surtax 1%	\$ 480,000	\$ 250,214	\$ 867,000
	TOTAL REVENUES/OTHER SOURCES	480,000	250,214	867,000
	EXPENDITURES			
631	Capital Outlay Disc Surtax (1%)	480,000	48,170	867,000
	TOTAL EXPENSES	\$ 480,000	\$ 48,170	\$ 867,000

Capital Project Fund



City of Pahokee
Schedule of Revenues
For The Fiscal Year Ending September 30, 2025

Fund 330 - Capital Project Fund

As of 4/24

Object #	Account Number/Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
	REVENUES/OTHER SOURCES			
334255	F LDOT road grant	\$ 1,200,000	\$ -	\$ 1,755,780
334304	MLK Park Grant	-		250,000
	Subtotal - Capital Projects - Revenues	1,200,000	-	2,005,780
	Interfund transfer in	-		-
	TOTAL CAPITAL PROJECTS REVENUES	\$ 1,200,000	\$ -	\$ 2,005,780

City of Pahokee
Schedule of Expenses
For The Fiscal Year Ending September 30, 2025

Fund 330 Capital Project Fund

As of 4/23

Object #	Account Number/Name	Adopted Budget 2023-2024	Actual Budget 2022-2023	Proposed Budget 2024-2025
600	Capital Outlay (FDOT Road Project)	\$ 1,200,000	\$ 1,827,350	\$ 1,755,780
623	MLK Park		-	250,000
635	Storm Drains - Grant	-	195,746	
TOTAL OPERATING EXPENSE		1,200,000	2,023,096	2,005,780
*Total Capital Project Fund		\$ 1,200,000	\$ 2,023,096	\$ 2,005,780

Marina Fund



**City of Pahokee
Schedule of Revenues
For The Fiscal Year Ending September 30, 2025**

Fund 445 - Marina & Campground

As 4/2024

Object #	Account Number/Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
347510	Marina Campground Revenue	\$ 183,725	\$ 107,463	184,223
347520	Marina Revenues - Laundry	1,457	-	1,457
347530	Marina Deposits	11,120	9,177	15,731
347350	Rents and Other Misc	10,971	4,225	10,000
	Subtotal - Marina Revenues	207,273	120,865	211,411
381001	Interfund transfer - General Fund	178,826	-	172,977
	TOTAL MARINA & CAMPGROUND REVENUES/OTHER SOURCES	\$ 386,099	\$ 120,865	\$ 384,388

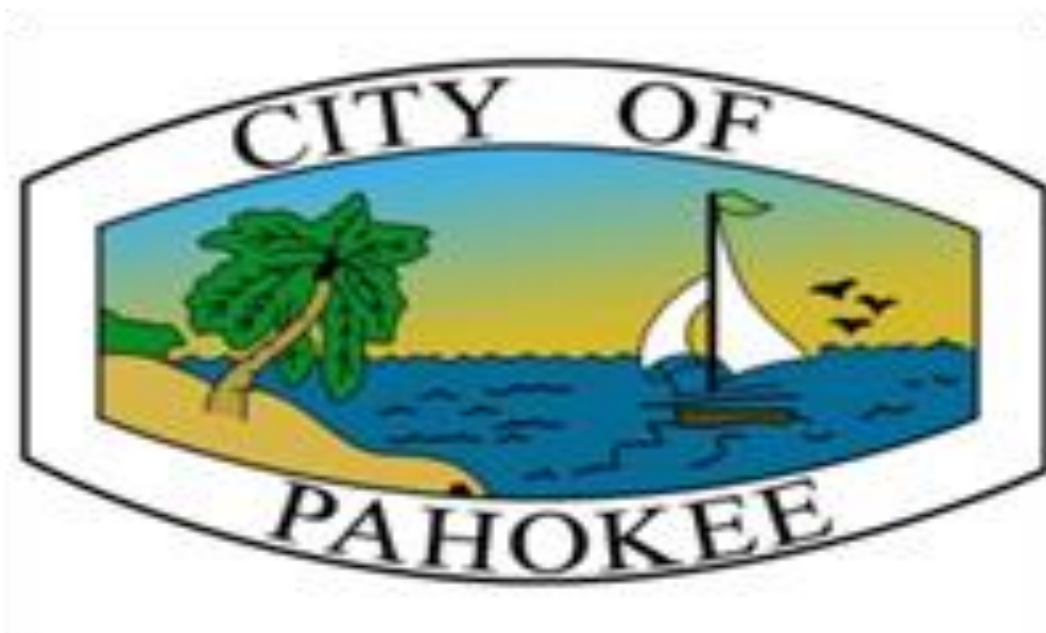
**City of Pahokee
Schedule of Expenses
For The Fiscal Year Ending September 30, 2025**

Dept 575000 Marina & Campground

As 4/2024

Object #	Account Number/Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
110/120	Regular Salaries & Wages	\$ 19,188	\$ 12,355	\$ 22,506
	3% Cost of Living Increase	576	-	675
	2.5% Performance Increase	494	-	-
110/120/130	Regular Salaries & Wages	20,258	12,355	23,181
210	FICA Taxes	1,550	841	1,773
220	FLC Ret 3%	608	370	695
221	FLC Ret 4.35%	881	537	1,008
230	Life and Health Insurance	5,428	2,940	6,400
	TOTAL PERSONNEL SERVICE	28,725	17,043	33,057
310	Professional Fees	1,700	992	1,700
311	Drug Testing	100	-	100
320	Accounting & Auditing	500	500	500
354	Permits	1,000	300	1,200
410	Communications Local Services	1,269	1,096	2,000
413	Communications Long Distance	285	-	200
415	Internet Services	6,330	2,407	5,000
431	Electric Services	65,000	27,462	62,000
432	Water, Sewer & Solid Waste	90,000	42,936	90,000
434	East Beach Water Assessment	1,020	970	2,000
436	Solid Waste Assessment	13,571	8,251	13,000
444	DNR Annual Adm Fee	397	-	400
450	General Liability Insurance	766	629	3,076
452	Property Insurance	44,844	22,190	32,645
461	Repair/Maintenance	84,894	46,859	85,000
490	Advertising	4,500	-	4,500
492	Bank Charges/Fees	1,600	723	1,400
499	Annual Fire Safety	6,000	-	5,000
510	General Office Supplies	1,305	-	1,500
515	Dues	467	-	300
520	Operating Supplies	25,993	19,166	34,000
632	Marina Reconstrucion Grant	-	43,513	-
640	Equipment	833	400	810
	TOTAL OPERATING EXPENSE	352,374	218,394	346,331
600	Capital Outlay	5,000	-	5,000
	TOTAL CAPITAL OUTLAY	5,000	-	5,000
	Sub-Total Marina Expenditures	386,099	235,437	384,388
	*Total Marina & Campground Expenses	\$ 386,099	\$ 235,437	\$ 384,388

Cemetery Fund



City of Pahokee
Schedule of Revenues
For The Fiscal Year Ending September 30, 2025

Fund 450 - Cemetery

As 4/2024

Object#	Account Number/Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
346920	Pre-Need Prepetual Care	\$ 3,429	\$ 1,200	\$ 2,400
346921	Perpetual Care Fees	13,000	6,200	13,000
361010	Restricted Interest- Perpetual	69	-	69
363653	Pre-Need Open/Closing	3,394	850	3,394
363654	Private Openings and Closing	43,000	23,145	43,000
364111	Sale of Cemetery Lot- Private	32,000	18,400	36,000
364112	Sale of Cemetery Lot- PreNeed	6,000	4,800	7,000
364120	Pre- Need Vault Sale	-	2,400	2,400
364121	Sale of Vault Liners- Private	19,699	9,550	20,000
364123	Sale of Vault Liners- PreNeed	4,333	-	4,333
364130	Marker Installation- Private	500	500	500
364132	Vault Service	1,286	1,350	1,286
364150	Cremation Fees	2,000	1,000	2,000
364171	Sale of Memorials- At Need	1,704	-	1,704
364172	Sale of Memorial- PreNeed	500	-	500
364181	Sale of Crypts-At Need	25,000	-	8,000
364182	Sale of Crypts - Preneed	16,611	-	8,000
369042	Cemetery Land Lease Income	3,888	2,268	3,888
369098	Other Miscellaneous Revenues	200	-	200
	Subtotal - Cemetery Revenues	176,613	71,663	157,674
381001	Interfund transfer in-From General Fund	76,866	-	33,952
381100	Interfund Trns In- Henderson	15,700	13,216	26,000
	Total Cemetery Revenues/Other Sources	\$ 269,179	\$ 84,879	\$ 217,626

**City of Pahokee
Schedule of Expenses
For The Fiscal Year Ending September 30, 2025**

Dept 539000 Cemetery

As 4/2024

Object #	Account Number/Name	Adopted Budget 2023-2024	Actual YTD 2023-2024	Proposed Budget 2024-2025
110/120/130	Regular Salaries & Wages	\$ 111,176	54,587	\$ 83,450
130	COLA & Performance Increase, & Part Time Wages	-	-	-
	3% Cost of Living Increase	3,335	-	2,504
	2.5% Performance Increase	2,863	-	-
110/120/130	Regular Salaries & Wages	117,374	54,587	85,954
210	FICA Taxes	8,980	4,190	6,575
220	FLC Ret 3%	3,521	1,635	2,579
221	FLC Ret 4.35%	5,106	2,121	3,739
230	Life and Health Insurance	19,500	6,166	11,500
240	Worker's Compensation	15,522	12,597	15,110
	TOTAL PERSONNEL SERVICE	170,003	81,296	125,457
320	Accounting & Auditing	4,500	4,490	4,500
360	Travel & Per Diem	1,000	236	500
410	Communications - Local Servi	12,000	3,628	8,000
413	Communications - Long Distan	403	203	400
415	Internet Service	1,700	535	1,000
8/27/2024	Postage	200	-	200
431	Electric Service	2,500	1,013	2,500
432	Water, Sewer & Solid Waste	1,800	1,438	2,500
442	License	100	-	100
450	General Liability Insurance	2,709	2,225	9,227
451	Auto Liability Insurance	697	479	1,191
452	Property Insurance	9,682	4,791	5,761
461	Repair/Maintenance	10,000	7,083	13,000
510	General Office Supplies	2,000	2,390	4,000
520	Operating Supplies	3,500	2,150	3,700
524	Fuel	5,500	5,087	9,000
525	Chemicals	367	-	370
526	Small Equipment	2,571	152	1,000
528	Uniforms	417	-	420
551	COS Markers (Memorial Sales)	24,333	1,915	8,000
552	COS Lot Markers	1,000	-	1,000
553	COS Vault Liners	11,897	7,799	14,500
559	Books & Subscriptions	300	110	300
561	Conference registration	-	-	1,000
	TOTAL OPERATING EXPENSE	99,176	45,724	92,169
	*Total Cemetery Expenses	\$ 269,179	\$ 127,020	\$ 217,626



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners
VIA: Michael E. Jackson, Interim City Manager
FROM: Staff
SUBJECT: Observed Holidays for Fiscal Year 2024/2025
DATE: July 12, 2024

GENERAL SUMMARY/BACKGROUND:

A holiday schedule is adopted each year, by resolution, during the budget process.

BUDGET IMPACT:

Defer to Finance.

LEGAL NOTE:

Defer to City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval the item.

ATTACHMENTS:

Resolution 2024-40

RESOLUTION 2024 - 40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE OBSERVED HOLIDAYS FOR FISCAL YEAR 2024/2025 AS SET FORTH ON EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee, Florida ("City Commission") adopts a holiday schedule for the City of Pahokee, for Fiscal Year 2024/2025; and

WHEREAS, the City Commission desires to adopt the holidays to be observed by the City that are attached hereto in Exhibit "A".

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

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

Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby adopts the Observed Holidays for Fiscal Year 2024/2025 set forth on Exhibit "A".

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

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

PASSED and ADOPTED this 24th day of September 2024

ATTEST

Keith W. Babb, Jr., Mayor

Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

Vote:

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

EXHIBIT "A"

PROPOSED HOLIDAYS FOR FISCAL YEAR 2024/2025

Columbus Day	October 14, 2024 (*Floating)
Veterans Day	November 11, 2024
Thanksgiving	November 28 & 29, 2024
Christmas	December 24 & 25, 2024
New Year	December 31, 2024 & January 1, 2025
Martin Luther King Jr. Day	January 20, 2025
Presidents' Day	February 17, 2025
Memorial Day	May 26, 2025
Juneteenth Day	June 19, 2025
Independence Day	July 3* & 4, 2025 (*Floating)
Labor Day	September 1, 2025



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: Michael Jackson, INTERIM CITY MANAGER

FROM: Staff

SUBJECT: Employee benefits for Fiscal Year 2024-2025

DATE: September 24, 2024

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee is in need to approve the employee benefits package for the upcoming fiscal year of 2024-2025. The Gehring Group, the city's current insurance broker, has requested a renewal quote from the city's current carriers. The quote that came back from our existing insurance carrier has small increases to Medical Coverage of 8.4% and 6.3% increase in Basic Life coverage. Our dental PPO coverage will have a minor decrease of -4.6% and our Dental HMO will stay the same. Our vision will stay the same and the rates will be guaranteed for 2 years. Interim City Manager would like to request authorization to move forward with the above-mentioned quote.

BUDGET IMPACT: Yes

LEGAL NOTE: We yield to City Attorney for legal form

STAFF RECOMMENDATION:

Staff recommends that we accept the rates that have been quoted and move forward with renewing these coverages for the upcoming fiscal year.

ATTACHMENTS:

Resolution 2024-41
Exhibit "A"

RESOLUTION 2024 - 41

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE ACCEPTANCE OF THE EMPLOYEE BENEFITS PACKAGE WITH AN 8.6% INCREASE IN MEDICAL COVERAGE AND A 6.3% INCREASE IN LIFE INSURANCE COVERAGE AS SET FORTH IN EXHIBIT "A" HERETO; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida (the "City") is in need of setting the yearly benefits coverage for its employees; and

WHEREAS, the City Commission of the City of Pahokee "City Commission" desires to approve the employee benefits package for the fiscal year 2024-2025 as researched and recommended the City's current agent of record, The Gehring Group, Inc.; and

WHEREAS, more specifically, The Gehring Group, Inc. has requested renewal quotes from the city's current carriers and there are nominal quoted increases for Medical Coverage of 8.4% and Basic Life Insurance coverage of 6.3%. Further, the quotes show that dental PPO coverage will have a minor decrease of 4.6% and Dental HMO coverage and vision will remain the same with rates guaranteed for 2 years; and

WHEREAS, the City Commission desires to approve the increases and accept the new quotes for the upcoming fiscal year as shown in Exhibit "A" hereto; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") finds that acceptance of the new quotes for the upcoming fiscal year is in the best interests 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 approved 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 approves the acceptance of the Employee Benefits Package with an 8.6% increase in medical coverage and a 6.3% increase in life

insurance coverage, as set forth in the attached Exhibit "A" hereto. 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 24 day of September, 2024.

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:

Commissioner Boldin	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

EXHIBIT "A"

Explanation of Insurance

(attached)

City of Pahokee
Executive Summary
Effective Date: October 1, 2024

Current 2023-2024

Renewal 2024-2025

	Lives*	Employee	EE/Pay (24)	Employer	Total	Employee	EE/Pay (24)	Employer	Total
Medical HMO Plan 1		Florida Blue BlueCare 16253				Florida Blue BlueCare 16253			
Employee Only	1	\$69.98	\$34.99	\$629.80	\$699.78	\$76.91	\$38.45	\$692.16	\$769.07
Employee + Spouse	0	\$769.76	\$384.88	\$629.80	\$1,399.56	\$845.97	\$422.98	\$692.16	\$1,538.13
Employee + Child(ren)	0	\$664.79	\$332.39	\$629.80	\$1,294.59	\$730.61	\$365.30	\$692.16	\$1,422.77
Employee + Family	0	\$1,364.57	\$682.28	\$629.80	\$1,994.37	\$1,499.68	\$749.84	\$692.16	\$2,191.84
Medical HMO Plan 2		Florida Blue BlueCare 14256				Florida Blue BlueCare 14256			
Employee Only	21	\$81.68	\$40.84	\$735.08	\$816.76	\$88.68	\$44.34	\$798.15	\$886.83
Employee + Spouse	0	\$898.44	\$449.22	\$735.08	\$1,633.52	\$975.52	\$487.76	\$798.15	\$1,773.67
Employee + Child(ren)	2	\$775.92	\$387.96	\$735.08	\$1,511.00	\$842.49	\$421.25	\$798.15	\$1,640.64
Employee + Family	0	\$1,592.68	\$796.34	\$735.08	\$2,327.76	\$1,729.33	\$864.67	\$798.15	\$2,527.48
Annual Total	24	\$40,044		\$210,441	\$250,485	\$43,491		\$228,595	\$272,085
\$ Increase/Decrease						\$3,447		\$18,154	\$21,600
% Increase/Decrease						8.6%		8.6%	8.6%
Dental HMO		Humana				Humana			
Employee Only	5	\$6.47	\$3.24	\$6.48	\$12.95	\$6.47	\$3.24	\$6.48	\$12.95
Employee + Spouse	2	\$19.43	\$9.72	\$6.48	\$25.91	\$19.43	\$9.72	\$6.48	\$25.91
Employee + Child(ren)	2	\$22.66	\$11.33	\$6.48	\$29.14	\$22.66	\$11.33	\$6.48	\$29.14
Employee + Family	1	\$40.41	\$20.21	\$6.48	\$46.89	\$40.41	\$20.21	\$6.48	\$46.89
Dental PPO		Humana				Humana			
Employee Only	9	\$30.14	\$15.07	\$6.48	\$36.62	\$28.36	\$14.18	\$6.48	\$34.84
Employee + Spouse	1	\$66.76	\$33.38	\$6.48	\$73.24	\$63.19	\$31.60	\$6.48	\$69.67
Employee + Child(ren)	2	\$99.10	\$49.55	\$6.48	\$105.58	\$94.55	\$47.28	\$6.48	\$101.03
Employee + Family	2	\$138.96	\$69.48	\$6.48	\$145.44	\$132.64	\$66.32	\$6.48	\$139.12
Annual Total	24	\$11,653		\$1,866	\$13,519	\$11,157		\$1,866	\$13,023
\$ Increase/Decrease						-\$496		\$0	-\$496
% Increase/Decrease						-4.3%		0.0%	-3.7%
Vision		Humana				Humana			
Employee Only	8	\$9.83	\$4.92	\$0.00	\$9.83	\$9.83	\$4.92	\$0.00	\$9.83
Employee + Spouse	4	\$19.66	\$9.83	\$0.00	\$19.66	\$19.66	\$9.83	\$0.00	\$19.66
Employee + Child(ren)	5	\$18.68	\$9.34	\$0.00	\$18.68	\$18.68	\$9.34	\$0.00	\$18.68
Employee + Family	3	\$29.36	\$14.68	\$0.00	\$29.36	\$29.36	\$14.68	\$0.00	\$29.36
Annual Total	20	\$4,065		\$0	\$4,065	\$4,065		\$0	\$4,065
\$ Increase/Decrease						\$0		\$0	\$0
% Increase/Decrease						0.0%		0.0%	0.0%
Basic Life and AD&D		Humana				Humana			
Estimated Volume		N/A	N/A	\$748,900	\$748,900	N/A	N/A	\$748,900	\$748,900
Basic Life Rate/\$1,000		\$0.000	\$0.000	\$0.290	\$0.290	\$0.000	\$0.000	\$0.310	\$0.310
AD&D Rate/\$1,000		\$0.000	\$0.000	\$0.030	\$0.030	\$0.000	\$0.000	\$0.030	\$0.030
Total Rate/\$1,000		\$0.000	\$0.000	\$0.320	\$0.320	\$0.000	\$0.000	\$0.340	\$0.340
Annual Total	31	\$0		\$2,876	\$2,876	\$0		\$3,056	\$3,056
\$ Increase/Decrease						\$0		\$180	\$180
% Increase/Decrease						0.0%		6.3%	6.3%
Voluntary Life and AD&D		Humana				Humana			
Voluntary Life Rate		Age Banded Rates				Age Banded Rates			
Annual Total	13	\$5,776		\$0	\$5,776	\$5,776		\$0	\$5,776
\$ Increase/Decrease						\$0		\$0	\$0
% Increase/Decrease						0.0%		0.0%	0.0%
COMBINED ANNUAL TOTAL		\$61,538	N/A	\$215,183	\$276,721	\$64,489	N/A	\$233,516	\$298,005
\$ Increase/Decrease						\$2,951		\$18,333	\$21,284
% Increase/Decrease						4.8%		8.5%	7.7%

*Enrollment lives from July 2024 Invoices



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, Interim City Manager

FROM: Office of the City Manager

SUBJECT: Agreement with HCT Certified Public Accountants and Consultants, LLC

DATE: September 10, 2024

GENERAL SUMMARY/BACKGROUND:

On August 27, 2024, the City Commission authorized the City Manager to negotiate reasonable compensation with HCT Certified Public Accountants and Consultants, LLC, consistent with the contract terms set forth in RFP No. 2024-02, and bring back a recommendation to the City Commission for consideration.

BUDGET IMPACT:

Pursuant to the proposal, a flat fee proposal shall be submitted for the initial year of the contract. Fees for the option years shall be at the same terms and conditions of the original year.

- Base Year 1 - FY 2023-- \$32,940.00 (If required, Uniform Guidance \$9,500)
- Base Year 2 - FY 2024-- \$34,940.00 (If required, Uniform Guidance \$9,500)
- Base Year 3 - FY 2025-- \$36,940.00 (If required, Uniform Guidance \$9,500)
- Option Year 1 - FY 2026-- \$32,940.00 (If required, Uniform Guidance \$9,500)
- Option Year 2 - FY 2027-- \$32,940.00 (If required, Uniform Guidance \$9,500)

LEGAL NOTE:

Defer to City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

Resolution 2024-42

RESOLUTION 2024 - 42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF PAHOKEE AND HCT CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS LLC, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") is in need of an independent contractor to provide external auditing services to the City; and

WHEREAS, pursuant to Section 218.391, Florida Statutes, the City established an Auditor Selection Committee ("Committee"). The Committee held public meetings on July 3, 2024, and on August 20, 2024, to perform its statutorily mandated responsibilities; and

WHEREAS, on August 20, 2024, the Committee reviewed and considered one (1) single proposal in response to RFP #2024-02 from HCT Certified Public Accountants and Consultants LLC; and

WHEREAS, on August 27, 2024, after considering the recommendation of the Committee, the City Commission of the City of Pahokee ("City Commission") selected HCT Certified Public Accountants and Consultants, LLC as a qualified proposer; and

WHEREAS, the City Commission further authorized the City Manager to negotiate reasonable compensation with HCT Certified Public Accountants and Consultants, LLC, consistent with the contract terms set forth in RFP #2024-02; and

WHEREAS, the City Commission deems that entering into an agreement with HCT Certified Public Accountants and Consultants, LLC is in the best interest of the City and its residents.

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. Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes the City Manager to enter into an Agreement between the City of Pahokee and HCT Certified Public Accountants and Consultants LLC, consistent with the terms and conditions set forth in attached Exhibit "A", together with such non-material changes as may be acceptable to the City Attorney.

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

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

PASSED and ADOPTED this 24th day of September 2024.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"
AGREEMENT No. RFP 2024-02
BETWEEN CITY OF PAHOKEE AND HCT CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS LLC

(ATTACHED)

AGREEMENT No. RFP 2024-02
BETWEEN CITY OF PAHOKEE AND HCT CERTIFIED PUBLIC
ACCOUNTANTS AND CONSULTANTS LLC

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2024, by and between **HCT Certified Public Accountants and Consultants LLC**, a corporation organized and existing under the laws of the State of Florida, having its principal office at 3816 Hollywood Boulevard, Suite 203, Hollywood, Florida 33021 (hereinafter referred to as the “CONSULTANT”), and **City of Pahokee**, a political subdivision of the State of Florida, having its principal office at 207 Begonia Drive, Pahokee, Florida 33476 (hereinafter referred to as the “CITY”).

RECITALS

WHEREAS, the CONSULTANT has offered to provide the services and to be bound by the terms and conditions of the Request for Proposals (RFP) No. 2024-02 (Independent External Auditing Services) which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as “Exhibit A”, and the assertions included in the CONSULTANT’s Proposal attached hereto and incorporated herein as “Exhibit B”; and

WHEREAS, the CITY desires to retain a CONSULTANT to provide independent external auditing services as more particularly specified in the Scope of Services in “Exhibit A”; and

WHEREAS, CONSULTANT desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and City policy, the CITY has determined that it to be in the best interest of the CITY to award an Agreement to the CONSULTANT for the rendering of those services described in the scope of services.

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the CITY and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;

- B. RFP No. 2024-02 hereto as “Exhibit A”;
- C. Proposal hereto as “Exhibit B”;

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one renewal options.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

1.4 Loss of Funding: The Agreement shall remain in full force and effect only as long as provided for in the Agreement has been appropriated by City of Pahokee City Commission in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

SECTION 2. COMPENSATION

2.1 Payment shall become due and payable to CONSULTANT upon submission of thereceipt of invoice. Notwithstanding the foregoing the CITY as a municipal corporation is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

2.2 Pursuant to the proposal in “Exhibit B”, CONSULTANT shall submit a flat fee proposal for the initial year of the contract. Fees for the option years shall be at the same terms and conditions of the original year.

Base Year 1 - FY 2023-- \$32,940.00 (If required, Uniform Guidance \$9,500)

Base Year 2 - FY 2024-- \$34,940.00 (If required, Uniform Guidance \$9,500)

Base Year 3 - FY 2025-- \$36,940.00 (If required, Uniform Guidance \$9,500)

Option Year 1 - FY 2026-- \$32,940.00 (If required, Uniform Guidance \$9,500)

Option Year 2 - FY 2027-- \$32,940.00 (If required, Uniform Guidance \$9,500)

SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the CITY designate the following as the respective places for giving such notice:

To the City:

City Manager’s Office
City of Pahokee City Hall
207 Begonia Drive
Pahokee, FL 33476

Office of the City Attorney
City of Pahokee
Burnadette Norris-Weeks,
P.A.
401 North Avenue of the Arts
Fort Lauderdale, FL 33311

With copy to the:

Finance Director
207 Begonia Drive
Pahokee, FL 33476

CONSULTANT:

Roderick Harvey, CPA, CVA
3816 Hollywood Boulevard
Suite 203
Hollywood, Florida 33021

SECTION 4. MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONSULTANT

5.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that CITY will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the CITY. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6.2 Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Palm Beach County.

SECTION 8. RECORDS.

8.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

8.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within the City and the CITY may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The CITY’s right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of City of Pahokee as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

A. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

B. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

C. Any documents provided by CONSULTANT to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

SECTION 10. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

10.1 The Firm must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 11. EQUAL EMPLOYMENT

11.1 During the performance of this Agreement or any related Work Order, the CONSULTANT

shall:

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

- B. In all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

SECTION 12. ASSIGNMENT AND SUBCONSULTING

13.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated, or sub consulted by the CONSULTANT without the express prior written consent of the CITY. Any assignment, delegation or sub consult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The CITY may assign its rights, together with its obligations hereunder.

SECTION 13. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

13.1 Pursuant to Section 119.0701 of the Florida Statutes, CONSULTANT agrees to:

- A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this agreement. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.

- B. Upon request from the City's custodian of public records, CONSULTANT shall provide the CITY 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY. Notwithstanding, it is understood that at all times CONSULTANT's work papers shall remain the sole property of CONSULTANT, and are not subject to the terms of this Agreement.

- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the CITY Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
- F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-924-5534 OR VIA EMAIL AT CITYCLERK@CITYOFPAHOKEE.COM.

SECTION 14. PROMPT PAYMENT ACT.

14.1 The CITY as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 15. CONFLICT OF INTEREST/CODE OF ETHICS.

15.1 The CONSULTANT represents that it has provided a list of all current client's subject to the jurisdiction of the CITY. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of the CONSULTANT, and full disclosure of the nature and extent

of the proposed representation, the CITY Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

15.2 The CONSULTANT agrees to adhere to and be governed by all applicable provisions of the Palm Beach County Conflict of Interest and Code of Ethics Ordinance, as amended; and by City of Pahokee Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

15.3 Standards and Proper Decorum: The CITY promotes and expects a *high standard* of ethics and professional conduct in all CITY employees. The CONSULTANT shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the CITY.

SECTION 16. SOVEREIGN IMMUNITY.

16.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 17. ORDER OF PRECEDENCE.

17.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONSULTANT'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONSULTANT'S RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 18. INSURANCE.

18.1 CONSULTANT shall carry professional liability insurance or other form of insurance, which shall provide coverage of not less than One Million Dollars (\$1,000,000.00), naming the CITY as Additional insured. CONSULTANT shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the CONSULTANT shall furnish to the Finance Director, Joseph R Martin, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute 440. Should the CONSULTANT be exempt from this Statute, the CONSULTANT and each employee shall hold the CITY harmless from any injury incurred during performance of the Contract. The exempt CONSULTANT shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of Pahokee must be shown as an additional insured with respect to this coverage. The mailing address of City of Pahokee City Hall, 207 Begonia Drive, Pahokee, FL 33476, as the certificate holder, must appear on the certificate of insurance.

- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. City of Pahokee must be shown as an additional insured with respect to this coverage. The mailing address of City of Pahokee City Hall, 207 Begonia Drive, Pahokee, FL 33476, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the CONSULTANT. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

SECTION 19. NON-EXCLUSIVITY.

19.1 This Agreement is non-exclusive. The CITY retains the right to engage the services of additional third-party CONSULTANTS or assign responsibilities to an employee of the CITY to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 20. ANTI-DISCRIMINATION.

20.1 CONSULTANT certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONSULTANT further agrees that neither CONSULTANT, nor any parent company, subsidiaries or affiliates of CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 21. SCRUTINIZED COMPANIES.

21.1 CONSULTANT certifies that it and its sub consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT or its sub consultants are found to have submitted a false certification; or if the CONSULTANT, or its sub consultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

21.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its sub consultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its sub consultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its sub consultants are placed on the Scrutinized Companies with

Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

21.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 22. NO CONTINGENCY FEES.

22.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this ____ day of _____, 2024.

CONSULTANT

CITY OF PAHOKEE

Signature

City Manager

Name

Date

Title

Approved as to form and legal
sufficiency:

Date

City Attorney

Attest:

City Clerk

(City Seal)

“EXHIBIT A”
RFP No. 2024-02
(ATTACHED)

“EXHIBIT B”

PROPOSAL

(ATTACHED)

Notice of RFP Request for Independent External Auditing Services

CITY OF PAHOKEE

REQUEST FOR PROPOSAL: RFP NO. 2024-02

The City of Pahokee (hereinafter "CITY") is soliciting sealed proposals from qualified proposer(s) for supplying:

TITLE: ANNUAL FINANCIAL AUDIT SERVICES

Date of Issuance: July 23, 2024

Proposal Due Date: August 5, 2024

PURPOSE:

The City of Pahokee ("City") is inviting the submission of proposals from qualified Certified Public Accounting firms, whose principal officers are independent certified public accountants and have experience with governmental accounting, to provide independent auditing services, to include an audit of its financial statements and controls. All services to be performed in accordance with generally accepted auditing standards promulgated by the American Institute of Certified Public Accountants.

The City's budget is approximately \$9.7M. Police, Fire Rescue and Water & Sewer services are contracted with Palm Beach County. All proposals in response to this RFP must be received by CITY no later than **noon on Monday, August 5, 2024**. The proposals shall be opened and read aloud on shortly thereafter.

This section was intentionally left blank

1.1 ISSUING OFFICE:

This Request for Proposal (RFP) is issued for the City of Pahokee, hereinafter referred to as "CITY." The City Manager is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the City Manager’s Office or designated officer.

1.2 PURPOSE OF THE PROJECT:

CITY is issuing this RFP to select a vendor to provide annual financial auditing services. The City’s budget is approximately \$9.7M. Police, Fire Rescue and Water & Sewer services are contracted with Palm Beach County. All proposals in response to this RFP must be received by CITY no later than noon on **August 5, 2024**. The proposals shall be opened and read aloud on same day.

1.3 PERIOD OF CONTRACT:

The proposed effective date of this Contract will commence upon the effective date of the executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one renewal options.

1.4 QUALIFICATION OF RESPONDENTS:

All proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

1.5 TIMETABLE:

PROPOSAL SCHEDULE

The City reserves the right to modify the dates and times of the Proposal Schedule. When the due date must be changed, respondents will be notified via an Addenda.

Tentative Schedule

Task Date

RFP Released Tuesday, July 23, 2024

Deadline for Questions by Interested Parties Tuesday, July 30, 2024

Proposal Due Date and Time Monday, August 5, 2024

Evaluation and Shortlist Friday, August 16, 2024

Informal Interviews Friday, August 23, 2024

City Commission Auditor Selection Approval Tuesday, August 27, 2024

NOTE: CITY reserves the right to alter the above activities, dates and times or times at the CITY's sole discretion.

1.6 PROPOSAL SUBMISSION:

All proposals must be submitted on 8 1/2 x 11 inch paper. One (1) unbound original and seven (7) copies of the complete proposal must be received by CITY on due date. The original and all copies must be submitted in a sealed envelope or container. All proposals will be dated "Received" by the City Clerk. The proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name, Address, Phone Number

Joseph Martin, Interim Director of Finance
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476
RFP No. 2024-02

Title: ANNUAL FINANCIAL AUDIT SERVICES

Hand-carried proposals may be delivered to the above address ONLY during office hours, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by CITY. Hand-carried proposals are still due by the due date and time stated above.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

An hourly based professional rates sheet must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the vendor ("Authorized Person"), and vendor must affix their company's corporate seal to the document. In the absence of a corporate seal, the proposals must be notarized by a Notary Public.

The submission of a signed proposal by a proposer will be considered by CITY's as constituting a legal offer by the proposer to perform the required services at the proposed price identified therein.

1.7 DIRECT CONTACT PERSON:

The direct contact person for this RFP is Joseph Martin, Interim Director of Finance, at (561) 924-5534 Ext 2011, e-mail address jmartin@cityofpahokee.com. Proposers are advised that from the date of release until award of the contract, NO contact with CITY and/or designated Audit Selection Committee concerning this RFP is permitted, except as authorized by the City.

1.8 CONE OF SILENCE:

Proposers are advised that the CITY prohibits a proposer or anyone representing the proposer from communicating with any CITY Commissioner, Commission's staff, or any CITY employee authorized to act on behalf of CITY Commissioners to award this contract regarding its proposal. The "Cone of Silence" is in effect from the date/time of the deadline for submission of the proposal, and terminates at the time that CITY awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

1.9 ADDITIONAL INFORMATION/AMENDMENT(S):

Any questions, comments (i.e., additional information or clarifications) must be made in writing and directed to the Director of Finance via fax, e-mail, or U.S. Mail, no later than July 30, 2024. The request must contain the proposer's name, address, phone number, facsimile number and e-mail address. Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and email address. Changes to this RFP, when deemed necessary by the CITY, will be completed only by written amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanation other than those made in the RFP or in any amendment to this RFP. Where there appears to be a conflict between the RFP and any amendment issued, the last amendment issued shall prevail. It is the proposer's responsibility to assure receipt of all amendments. The proposer should verify with CITY's designated contact person prior to entering a proposal that all amendments have been received. Proposers are required to acknowledge the receipt of all amendments as part of their proposal.

SECTION2: GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE:

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their proposal.

2.2 MODIFIED PROPOSALS:

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. The CITY will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSALS:

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of proposals. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a contract is awarded.

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS:

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in the RFP Timetable (Section 1.5) are late and shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION:

The CITY may, at its sole and absolute discretion, can reject any and all, or parts of any and all, proposals; waive any minor irregularities in this RFP or in the proposals received as a result of this RFP; postpone or cancel, at any time, this RFP process; or re-advertise this RFP.

2.6 COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the CITY, or any work performed in connection therewith, shall be borne by the proposer. No payment will be made for proposals received, nor for any other effort required of or made by the proposers, prior to

commencement of work as defined by a contract approved by CITY.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION:

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.8 NEGOTIATIONS:

The CITY may award a contract on the basis of initial proposals received, without discussions. Therefore, each submitted proposal should contain the proposer's best price and technical offer.

2.9 LOCAL PREFERENCES:

In accordance with CITY's and Glades Area goal to entice business to the area, a preference will be given to proposers having an office within Palm Beach County. If a proposer is eligible to receive a local preference in Palm Beach County, the proposer will receive five (5) points. If a proposer is eligible to receive a local preference within the Glades Area, the proposer will receive an additional five (5) points and a total of ten (10) points.

An office means that the proposer has a legitimate office within the Glades Area and/or within Palm Beach County where the proposer will produce a substantial portion of the services. A valid occupational license issued by any of the Glades Area to qualify for the Glades Area local preference and/or the Palm Beach County Tax Collector for the Palm Beach County local preference used to verify that the proposer has an office prior to the issuance of this Request for Proposal.

Please note that the proposal submitted to CITY must be from an address located within the Glades Area and/or Palm Beach County in order for local preferences to apply. The proposer must submit the certification of business location at the time of proposal submission. Failure to submit this information will cause the proposer to not receive a local preference. CITY may require a proposer to provide additional information for clarification purposes at any time prior to the award of the contract.

2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS:

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.11 CRIMINAL HISTORY RECORDS CHECK ORDINANCE:

CITY will require Florida Department of Law Enforcement criminal history information on all persons not employed by the City who repair, deliver, or provide goods or services for, to, or on behalf of the City. The proposer is solely responsible for understanding the financial, schedule, and staffing implications of this requirement.

2.12 REVIEW OF PROPOSALS:

Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the Audit Selection Committee. A responsive proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the proposal. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.

2.13 EXCEPTIONS TO THE RFP:

All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow CITY a meaningful opportunity to evaluate the proposal. Proposers are cautioned that submitting an alternative proposal does not relieve the proposer from submitting the "Minimum Requirements" as stated herein. CITY is under NO obligation to accept any proposed exceptions or alternatives.

2.14 SELECTION PROCESS:

All proposals will be reviewed first by CITY to determine if each proposer has submitted the required information and met all Proposal Requirements. Those proposals fulfilling the Proposal Requirements shall be referred to the Audit Selection Committee for review and further consideration. The Audit Selection Committee will evaluate all responses to this RFP that meet the Proposal Requirements and are deemed responsive. The Audit Selection Committee may evaluate all proposals based solely on the information submitted with the proposal. Accordingly, proposers are urged to ensure that their proposal contains all the necessary information for the Audit Selection Committee to fairly and accurately evaluate each of the criteria listed. However, an oral presentation, additional written information, internal staff analysis, proposer presentations, and/or any other information may be required, at any time during the selection process, to help the Audit Selection Committee determine the final ranking of proposers. The Audit Selection Committee may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Committee.

The Audit Selection Committee shall meet in public session as necessary to score each proposal by reviewing each proposal against the evaluation criteria. Upon completion of the Audit Selection Committee's review and discussion of all the responsive proposals submitted, each Audit Selection Committee Member shall score each proposal and total the scores for each proposal. The proposals shall be assigned a ranking based upon the totals of each Audit Selection Committee Member's score for each proposal. After the Audit Selection Committee has developed an overall ranking for each proposer, the committee will then review, discuss, and issue a vendor award recommendation to the City Manager for his/her review and consideration and to submit to the City Commission for final approval. Upon the City Commission approval of recommended vendor, the City will endeavor to negotiate a mutually agreeable contract with the selected vendor. In the event that the City is unable to reach agreement with the selected vendor, the City will proceed, at its sole discretion, to negotiate with the next ranked vendor as ranked by the City sequentially until a mutually satisfactory contract is reached. As agreed, to in negotiations with the City, the resulting contract will include the terms and conditions found in a standard City contract, a copy of which may be obtained from the City Clerk, and will incorporate the terms and conditions of this RFP and the selected vendor's proposal.

2.15 EVALUATION CRITERIA:

The evaluation criteria will be based on a maximum of 100 points scale as follows:

1. Experience/Qualifications, max of 30 points.
2. Key Personnel and Operations, max of 25 points.
3. Compliance with required information and proposal requirements, max of 5 points.
4. Price Proposal, max of 20 points.
5. Financial stability and references, max of 10 points.
6. Local Preference Palm Beach County, max of 5 points.
7. Local Preference Glades Area, max of 5 points.

2.16 AWARD OF CONTRACT

The award(s), if any, will be made up of one vendor whose proposal are considered to be the most advantageous to CITY based on the Audit Selection Committee's recommendation after review of every responsive proposal including, but not limited to, price and upon the ultimate City Commission approval.

Upon review and approval of the Audit Selection Committee's recommendation for award, CITY will post the award recommendation at the Clerk's Office for a period of five (5) business days for review by interested parties prior to final approval by CITY Commission of the award. The apparent successful proposer(s) will be notified of the recommendation for award by mail. A contract must be completed and executed by the successful proposer(s) and CITY before it becomes valid and effective. If this condition is not met in a timely manner through no fault of CITY, the CITY, at its sole discretion, may elect to cancel the Recommended Award to that vendor and make the award recommendation to the next most advantageous vendor. This process may continue until such time as the CITY has determined to cancel the procurement in its entirety.

2.17 STANDARD CONTRACT PROVISIONS

The selected proposers will be required to execute a contract approved by CITY in a form similar or identical to the Sample Contract that is a part of this solicitation.

Should any selected proposer and the CITY be unable to consummate a written contract, the CITY may proceed to the next most advantageous proposal as determined by the Audit Selection Committee or issue a new solicitation or cancel the procurement process in its entirety.

2.18 COMMENCEMENT OF WORK:

This RFP does not, by itself, obligate CITY. The CITY's obligation will commence when the contract is approved by the City of Pahokee Commission or their designee and upon written notice to the proposer. The CITY may set a different starting date for the contract. The CITY will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by CITY.

2.19 INSURANCE REQUIREMENTS:

Prior to the effective date of the Contract, it shall be the responsibility of the successful vendor to provide:

- 2.19.1 Prior to the approval of a resulting contract, the selected vendor shall provide to the City certificates evidencing insurance coverage in the minimum amounts as required hereunder or as otherwise agreed to in the negotiated contract. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the selected vendor has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the City. Failure to comply with the foregoing requirements shall not relieve the selected vendor of its liability and obligations under a resulting contract.

- 2.19.2 The selected vendor shall maintain, during the life of a resulting contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the selected vendor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under a resulting contract, whether such operations be by the selected vendor or by anyone directly employed by or contracting with the selected vendor.
- 2.19.3 The selected vendor shall maintain, during the life of a resulting contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the selected vendor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the selected vendor or by anyone directly or indirectly employed by the selected vendor.
- 2.19.4 The parties to the resulting contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the other party.
- 2.19.5 All insurance, other than Worker's Compensation, to be maintained by the selected vendor shall specifically include the City as an Additional Insured.

SECTION 3: PROPOSAL REQUIREMENTS

PROPOSAL FORMAT AND CONTENT:

Format

Proposals should be typed, double spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening (e.g., stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

Proposals should contain a table of contents. The table of contents outlines, in sequential order, all of the areas of the proposal and it allows for clarity and ease of review of the proposal.

Letter of Transmittal

Proposals should contain a Letter of Transmittal addressed to CITY, and should, at a minimum, contain the following:

- a. Identification of Proposer, including name, address and telephone number.
- b. Proposed working relationship between proposer and subcontractors, if applicable.
- c. Name, title, address, telephone number, fax number and e-mail address of contact person during period of proposal evaluation.
- d. Signed by a person authorized to bind proposer to the terms of the proposal.

Notwithstanding these submittal requirements, the CITY reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the CITY (normally within two working days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive

3.1 EXPERIENCE/QUALIFICATION/BACKGROUND/ REFERENCE INFORMATION

The proposer shall provide:

- 3.1.1 A detailed statement of their firm's experience, qualifications, and background for providing annual financial audit services as requested herein by CITY.
- 3.1.2 A list of past experience in projects related to annual financial audit services as requested herein by CITY.
- 3.1.3 Each proposer must submit a minimum of three (3) references demonstrating the successful provision of annual financial audit services as requested herein by CITY within the past three (3) years.

Each reference should include the following:

- a. Name of client company, contact names, addresses, telephone/ fax numbers, dollar amount of contracts and dates of service.
- b. Scope of Work, types of services performed and number of full-time staff provided.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION

The proposer shall provide a detailed narrative description of its approach and methodology for implementing annual financial audit services as requested herein by CITY.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION

The proposer shall provide:

- 3.3.1 An Organizational Chart identifying the structure of firm and the primary responsibilities of the operational staff.
- 3.3.2 A list of key personnel and a complete resume detailing their experience, education, expertise, qualifications and training experience.
- 3.3.3 A designated contact person for coordination and communication between the CITY and Consultant. Please include that individual's title, telephone number, fax number, cell phone number and E-Mail.

3.4 PRICE PROPOSAL INFORMATION

This section of the proposal shall include all goods and services to be provided by the vendor to complete the project as stated in this RFP, the statement of work and the

applicable drawings. The minimum requirements stated in the statement of work shall be included and re-stated in this section of the proposal. A total price for all goods and services shall be provided in this section. Vendor shall submit a flat fee proposal for the initial year of the contract. Fees for the option years shall be at the same terms and conditions of the original year.

An hourly based professional rates sheet must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the vendor (“Authorized Person”), and vendor must affix their company’s corporate seal to the document. In the absence of a corporate seal, the proposals must be notarized by a Notary Public.

A progress payment not to exceed 50% of the total fee may be made upon the request of the Successful Proposer, upon completion of the audit fieldwork. An additional progress payment of 25% of the total fee may be made upon request of the Successful Proposer, upon submittal of the draft for review. Final payment shall be made upon receipt and acceptance of the final audit report by the City Commission and upon request by Successful Proposer.

Fees for services for auditing work performed for other City departments/agencies will be negotiated with Successful Vendor.

This section shall also include the number of days necessary for the vendor to complete all work upon receipt of a notification to proceed from the City.

Offers will receive up to the maximum points listed in 2.15, based on the reasonableness of the total pricing and competitiveness of these amounts with other offers received.

3.5 VENDOR’S CERTIFICATION

Each vendor submitting a proposal acknowledges, agrees and certifies as follows:

- 3.5.1 The vendor and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the City;
- 3.5.2 The proposal constitutes an offer to the City which shall remain open, irrevocable and unchanged for ninety (90) days after proposal opening;
- 3.5.3 The vendor has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity in any kind to any employee of the City in connection with this RFP;
- 3.5.4 The vendor has not divulged or discussed its proposal with other vendor;
- 3.5.5 The proposal is made based on independent determination of the vendor without collusion with other vendors in an effort to restrict competition;

- 3.5.6 The vendor has not made any attempt to induce any potential vendor from submitting or declining to submit a proposal in response to this RFP;
- 3.5.7 The vendor is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP;
- 3.5.8 That the vendor shall indemnify, defend and hold harmless the City, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFP;
- 3.5.9 That pursuant to § 287.133, Fla. Stat., the vendor is not a person or affiliate on the convicted vendor list subject to the prohibitions stated therein and may lawfully respond to this RFP and may lawfully accept an award if selected; and,
- 3.5.10 That all information provided in the proposal is true and correct in all respects.

If any vendor or its proposal fails to comply with the foregoing certifications, said failure will include, but may not be limited to, grounds for rejecting that vendor’s proposal.

3.6 BUSINESS INFORMATION

Each proposer shall complete a Business Information page on the type of entity i.e., Corporation, Partnership (General/Limited), Joint Venture and Sole Proprietorship and supporting documentation.

3.7 AMENDMENTS TO THE RFP

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

3.8 ADDITIONAL INFORMATION

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

SECTION 4: SCOPE OF WORK/SERVICES

4.1 PURPOSE

CITY is issuing this Request for Proposals (RFP) to select a vendor to provide City annual financial audit services.

4.2 GENERAL INFORMATION

Pahokee is one of the thirty-eight (38) municipalities within Palm Beach County located on the shore of Lake Okeechobee in Palm Beach County, Florida. As of 2020, the population recorded by the US Census Bureau was 5,524. Culturally, Pahokee is associated with the Florida Heartland, although officially it is a part of South Florida.

"Pahokee" means 'grassy waters' in the Creek language. The local residents refer to Pahokee as "The Muck" which refers to the mineral rich dark soil in which sugarcane, citrus fruits, and corn are grown. It was once known as the "Winter Vegetable Capital of the World" in its day when the city had thriving commerce. It is also a popular area for tree farms to grow native palm trees and other subtropical tree species. Pahokee once boasted hotels, barber shops, restaurants, clothing stores, amusement

arcades and a theatre. Thereafter, mainly due to the conversion to industrialization of farm experienced closure of these businesses aside from a few local grocery stores. The area is also known for its numerous churches of multiple Christian faiths including, Baptist, Methodist and Catholic.

More recently, Pahokee’s City Commission and city government have undertaken the task to revitalize the City of Pahokee by pursuing funding and by beginning to implement a number of projects. Due to the City’s government limited staffing and expertise, the City of Pahokee is in need to reach out to consulting companies with particular expertise, including annual financial audit services to assist the City of Pahokee.

4.3 SCOPE OF ANNUAL FINANCIAL AUDIT SERVICES

The City is soliciting sealed proposals to select a vendor to provide annual financial auditing services as described in Exhibit A annexed herein.

4.4 RESPONSIBILITIES OF THE CITY

The CITY will provide the following services and data to the CONSULTANT for the performance of each work order:

- a. Available data and information, including project objectives, constraints, budgetary limitations, and time restraints.
- b. Available drawings, maps, specifications, schedules, reports, data and other information developed by the CITY and its member local governments and agencies which the CITY considers pertinent to the CONSULTANT's responsibilities, as described herein.

4.5 RESPONSIBILITIES OF THE CONSULTANT

- a. The CONSULTANT shall perform only those services directly authorized by the CITY.
- b. Progress reports and invoices shall be provided as specified in the task work orders.
- c. All computer analysis will be performed on IBM PC or PC compatible computers utilizing software and analysis techniques approved by the CITY.
- d. All documents and support materials developed for the CITY will be prepared in Microsoft Office format such as Word, Access, Excel and Power Point.
- e. All Geographical Information System (GIS) related information will be provided in ESRI ARCIINO format (Version 7.0 or later) and readable in ARC View. The coverage shall be in State Plane Feet NAD83 Zone 3601 and shall be based on the National Grid System where available.
- f. All graphics shall be provided to the CITY in a photo ready reproducible format. When appropriate, maps and graphics should be prepared using the specified GIS software.
- g. All materials will be provided to the CITY in both hard copy and electronic format.
- h. The CONSULTANT will provide the CITY with both hard copy and electronic format of all work products (reports, spreadsheets, data sets, drawings, graphics, etc.) in a format compatible with the CITY’s computer systems. Computations based on computer programs other than the CITY’s must conform to all CITY accuracy and format requirements. Prior to providing work products in any other format, the Consultant must be granted permission to do so by the CITY.

EXHIBIT "A"
SCOPE OF ANNUAL FINANCIAL AUDIT SERVICES

This scope of work contains the minimum goods and services required by the City to complete annual financial audit services.

1.1 Background Information

The City is soliciting proposals from qualified and experienced independent Certified Public Accountants and/or firms licensed to practice in the State of Florida for the purpose of providing an annual examination of the financial statements and records of the City. The audit shall be conducted for the purpose of forming an opinion of the general-purpose financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements.

The City operates under a City Commission/City Manager form of municipal government and provides the following services as authorized by its Charter: public works (streets, urban beautification, trees), community development (planning-zoning, building inspections), code enforcement, parks, culture-recreation, public improvements, general administrative services, marina and cemetery. The City employs approximately 45.

City's Annual Financial Report for the year ended 2022, Management Letter and City's responses for the year ended 2022, will be available in electronic form. The City's approved budget for the year ending 2023 is available in electronic form. Prior audit reports and budgets are available to proposers as requested to aid their response to this request for proposals.

1.2 Funds to be Audited

The City uses the following fund types:

- Governmental Funds
 - General Fund
 - Permanent Fund
 - Henderson Endowment Fund
 - Special Revenue Fund
 - ARPA Fund
 - Debt Service Fund
 - Capital Project Fund
- Enterprise Funds
 - Marina & Campground Fund
 - Cemetery Fund

1.3 Performance Requirements / Scope of Work

A. All audit services contemplated shall be performed in compliance within the requirements of:

- 1) Chapter 79-589 and any other applicable Florida Statutes
 - 2) Regulations of the State of Florida Department of Banking and Finance
 - 3) Rules of the Auditor General, State of Florida, Chapter 10-550 (Local Government Audits) and Chapter 10-600 (Audits of state grants and aids appropriations under Section 216.349 Florida Statutes).
 - 4) Audits of State and Local Government Units, issued by the American Institute of Certified Public Accountants
 - 5) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Office of Management and Budget
 - 6) United States Single Audit Act of 1984
 - 7) United States Single Audit Act Amendments of 1996
 - 8) State of Florida Single Audit Act
 - 9) Statements on Auditing Standards (GAAS)
 - 10) Government Auditing Standards, issued by the Comptroller General of the United States
 - 11) Generally accepted governmental accounting standards
 - 12) Governmental Accounting Standards Board (GASB)
 - 13) Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements, which may be adopted by these organizations in the future.
- B. The City expects the auditor to express an opinion on the presentation of its general-purpose financial statements in conformity with applicable generally accepted accounting principles.
- The auditor shall also provide an opinion on the combining and individual fund statements. The auditor is not required to audit the supplementary information or the statistical sections contained in the Annual Financial Report.
- C. The audit shall be an annual audit as defined in section 11.45 (1)(b), Florida Statutes, and shall be conducted in accordance with generally accepted auditing standards as well as the standards listed above.
- D. A Single Audit in accordance with the Federal and State Single Audit Acts and related professional guidance shall be conducted as required. The auditor shall provide the City with any required letters and schedules related to this audit.
- E. The audit shall also include preparation and review of the annual financial report provided to the Department of Banking and Finance to assure consistency with the Annual Financial Report.
- F. A final and complete opinion letter on the financial statements taken as a whole as well as any additional letters required by the United States or State of Florida Single Audit Act shall be delivered to the City no later than March 1st following the end of the fiscal year under audit. These letters shall be included in the Annual Financial Report by the City.

The auditor shall submit, not later than March 1st following the end of the fiscal year under audit, a full and complete management letter which shall identify

- G. any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses. It is the City's intent that all fieldwork related to the audit shall be completed by February 1st following the end of the fiscal year under audit.
- H. The auditor shall provide the City 25 original copies of the Annual Financial Report as well as an electronic version. The City shall provide the report covers and sufficient letterhead for the transmittal letter.
- I. The partner in charge of the audit and the audit manager or other CPA assigned to the audit agrees to communicate with City Manager or designee, or the City Commission, as deemed necessary.
- J. The auditor shall prepare and submit a draft of the Annual Financial Report to the City of Pahokee, not later than November 5th and a final report by November 12th following for the fiscal year ended September, 30, 2023 and subsequent year audit in accordance with the DFS deadline. Report on the financial condition of the City of Pahokee, or deterioration thereof, in accordance with the rules of the Auditor General. In addition, the auditor shall also:
- a. Implement recommended improvements from prior year submission to GFOA under the Certificate of Achievement program.
 - b. Shall review applications for annual Certificate of Achievement for Excellence in Financial Reporting.
- K. Timeliness is critical in the performance of the audit. After the first year, the auditor should coordinate with the Director of Finance and endeavor to accomplish the audit in a phased in approach throughout the year in order to reduce the year-end workload on both the audit firm and City staff. The City will make necessary records available to the auditor through the year to assist in this regard. In addition, the City will make end-of-year records available to the auditor on or before November 30th after the end of the fiscal year under audit.
- L. The auditor shall report to the City, at least weekly, the status of any potential audit adjustments so that the City may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the City no later than one week following the issuance of the financial report year under audit.
- M. The auditor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditors shall also observe the adequacy of the systems of internal control. If weaknesses are noted, appropriate recommendations should be reviewed with the appropriate officials and included in a separate letter to the City Commission.

The City may issue one or more official statements for the sale of bonds during the term of the Contract. The official statement will contain the general-purpose

- K. financial statements or an extraction from the Annual Financial Report. The auditor shall be required to issue, upon request, “comfort letters” and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the City of Pahokee shall be included in the base fee submitted by Vendor.
- L. The work papers shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge to authorized City personnel, representatives of Federal or State Agencies upon request of that Agency or the City of Pahokee in accordance with Federal Law, State Law and other regulations, and to parties designated by the federal government or by the City as part of an audit quality review process.

The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

- M. The auditors agree to notify the City immediately if any regulatory or other government agency requests a review of the audit work papers concerning the City or any other government client audited by the audit firm.
- N. The auditor agrees to notify the City immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm’s staff or the firm itself.
- O. The auditor must designate one (1) “key” member of the audit team. The City shall reserve the right to approve any substitutions or changes in those staff designated as “key”.
- P. Auditor shall provide the City with a copy of each external quality control review (peer review) conducted during the time period engaged by the City. In the event that a firm has been formed so recently that no peer reviews have been undertaken, the Vendor should state so in the response to the RFP. If available, the Vendor may submit peer reviews from any predecessor firms, however, a newly formed firm will not be eliminated from the proposal process simply because no peer reviews have been conducted in the new firm’s name.
- Q. The firm must agree to use City staff in preparation of supporting schedules, reconciliations and document retrieval. Prior planning and explicit instruction are paramount for timely performance in this regard. The auditor shall provide the City with a list of all schedules to be prepared by the City. Finance Department staff will be available during the audit to provide information, documentation and explanation to the auditors.
- R. The Successful Vendor shall be required to provide additional services, not specifically addressed above, to other City departments, agencies, Boards, Trusts, etc. who may, from time to time, require auditing services. Services may be contracted with that entity(s) at time of need, and a separate Contract executed for provision of said services.

2.4 Information to be provided to successful vendor by the City

The City will provide, at a minimum, the following information to assist the auditor in performing the annual audit:

1. General Ledger/Trial Balance printout as of September 30 and any other time periods requested by auditor.
2. Statements of Revenues, Expenditures, Estimated vs. Actual Revenues, and Expenditures vs. Appropriations as of September 30 and any other time periods requested by auditor.
3. Various schedules and worksheets designed to assist and provide backup information to the auditor.
4. The City will prepare confirmation letters for the auditor.
5. Other information requested by the auditor and mutually agreed upon by the Director of Finance.

2.5 Fees for Services

Vendor shall submit a flat fee Proposal for the initial year of the Contract. Fees for the option years shall be at the same terms and conditions of the original year.

Provide a proposal containing a total price to perform the audit engagement as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed these amounts.

ADDITIONAL CONSIDERATIONS:

AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Request for Qualifications should contact the City Clerk, at (561) 924-5534 or email at cityclerk@cityofpahokee.com at least seven (7) days before the date that the accommodation is necessary.

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of bids for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Consultant and the Consultant's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposes, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: City of Pahokee City Manager or designee or duly authorized representative designated to manage the Contract.

Consultant: The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with City of Pahokee and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Consultant to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with City of Pahokee.

Owner: The term Owner as used in this Contract shall mean the City of Pahokee.

Performance and Payment Bonds: Bonds executed by the Consultant and his Surety, assuring that the Consultant will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Consultant with labor, materials, or supplies, used directly or indirectly by the Consultant in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Consultant to fulfill the Consultant's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The City's authorized representative designated to manage the Project.

Proposal Form: The form on which proposals are submitted

Scope of Service: Document which details the work to be performed by the Proposer.

Subcontractor or Sub-consultant: Any person, entity, firm, or corporation, other than the employees of the Consultant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Consultant and whether or not in private of Contract with the Consultant.

City: A political subdivision, Incorporated City within Palm Beach County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, a Vice Mayor and three (3) City Commission members.

City Manager: The Manager of City of Pahokee, Florida.

The words **“Work”**, **“Services”**, **“Program”**, or **“Project”**: All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words **“Directed”**, **“Required”**, **“Permitted”**, **“Ordered”**, **“Designated”**, **“Selected”**, **“Prescribed”**, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words **"approved"**, **acceptable**, **"satisfactory"**, **"equal"**, **"necessary"**, or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. To get solicitation document, specifications and updates go to: www.cityofpahokee.com.

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

“Cone of Silence,” as used herein, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“RFQ”).

All communication regarding this solicitation should be sent in writing only to Joseph Martin, 207 Begonia Drive, City of Pahokee, FL 33476.

1.4 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their bids upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City's Code of Ordinances, Florida Statutes and applicable Palm Beach County Ordinances, State Statutes and Federal Statutes.

1.5 SUBMISSION OF PROPOSALS

Proposals and Addenda thereto shall be hand-delivered or mailed by the due/time specified. Late bids will not be accepted.

1.6 ADDENDA

The City may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer’s responsibility to ensure receipt of all addenda and any accompanying documents.

Proposer(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

1.7 REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.8 WITHDRAWAL OF PROPOSAL

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of opening date and time will be considered timely. Proposal and modifications received after the time set for the Proposal opening will be rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the Special Conditions, General Terms and Conditions, the Scope of Services, and the Proposal Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Proposal, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract.

1.12 INVOICING/PAYMENT

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the Proposal form.

1.13 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the City Manager:

City of Pahokee
Office of the City Manager
207 Begonia Drive,
Pahokee, FL 33476

and,

To the City Attorney:

Law Office of Burnadette Norris-Weeks, P. A.
401 North Avenue of the Arts, Fort Lauderdale, FL
33311 on behalf of the City of Pahokee
email: Bnorris@apnwplaw.com

To the Consultant:

Notices will be sent to the Proposer at the e-mail address and to the person listed in the Proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.14 EMPLOYEES

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of City of Pahokee. The Proposer shall supply competent and physically capable employees and the City is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

1.15 AWARD OF PROPOSAL

The City also reserves the right to award the contract on a lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

The City also reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and minor irregularities in the process.

A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

B. Responsiveness: In order to be considered responsive to the solicitation, the firm's Proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

1.16 PROTESTS

A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the ("Proposer") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFQ may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the RFQ.

1. Any protest concerning the RFQ specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFQ specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFQ.

D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective

designees, shall certify whether the submission of the response to the RFQ in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.

- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.
- F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the RFQ unless a written determination is made by the City Manager, that the award pursuant to the RFQ must be made without delay in order to protect a substantial interest of the City.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the City Manager's written recommendation for award of the RFQ is presented at a meeting of the Mayor and City

Commission, the City Attorney, or designees shall present a report to inform the Mayor and City Commission of any legal issues relative to any protest filed in connection with the RFQ in question.

- K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.

1.17 AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Proposer.

1.18 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently, and his/her Proposal(s) rejected for:

Poor performance or default, in the City's opinion, on previous contracts with the City. Poor performance or default, in the City's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.19 SUBCONTRACTING

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The Proposer shall furnish in writing to the City the names of the Subcontractors. The Proposer shall not contract with any Subcontractors to whom the City has made reasonable and timely objection. The final Subcontractors list shall be presented to the City.

1.20 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City and City's approval.

1.21 DEBARRED OR SUSPENDED PROPOSERS OR PROPOSERS

The Proposer or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

1.22 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.23 COLLUSION

The proposer, by affixing his signature to this Proposal, agrees to the following: "Proposer certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation, making a Proposal for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a Proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Consultant is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

A. The Consultant shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

B. The Consultant shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Consultant shall enter into agreements with all suppliers and subcontractors at the Consultant's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

1.25 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or thirty (30) days after Proposal or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this RFQ shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a Proposal/response non-responsive.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 561-924-5534.

EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFQ to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFQ.)

1.26 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.

1.27 COPELAND "ANTI-KICKBACK"

Section 1, Item 3.

Consultant and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.28 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.29 QUANTITIES

The City specifically reserves the right to accept all or any part of the Proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the Proposal form by the Proposer.

1.30 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.31 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.32 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.33 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.34 DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form with their Proposal.

1.35 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your Proposal being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the City within five (5) calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.36 ACCESS TO RECORDS

The Consultant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Consultant agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami- Dade or Palm Beach Counties at a place named by the City, all books of account, reports, and records relating to this contract. The Consultant shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for five (5) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of

the Florida Department of State, whichever is

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELE: NUMBER):561-924-5534, EMAIL cityclerk@cityofpahokee.com. AND MAILING ADDRESS: CITY CLERK, CITY OF PAHOKEE, 207 BEGONIA DRIVE, PAHOKEE, FLORIDA 33476.

1.37 BEST INTEREST OF CITY OF PAHOKEE

City of Pahokee reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

1.38 INSURANCE REQUIREMENTS

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Proposer shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by City of Pahokee.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City.

The selected firm shall provide a Certificate of Insurance listing City of Pahokee as "Certificate Holder" and "City of Pahokee is Additional Insurance as respect

to coverage noted."

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

A. WORKER'S COMPENSATION INSURANCE

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of City of Pahokee and its agents, employees and officials. The Consultant further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. LIABILITY INSURANCE

- a. Naming City of Pahokee as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- b. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

C. COMPREHENSIVE GENERAL LIABILITY

Insurance including, but not limited to, Independent, Consultant, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.

D. COMPREHENSIVE AUTOMOBILE AND LIABILITY

Section 1, Item 3.

covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

E. WAIVER OF SUBROGATION

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

F. DEDUCTIBLE

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

G. FAILURE TO MAINTAIN COVERAGE

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications: The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Old wick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

NOTE: CITY OF CITY OF PAHOKEE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

1.39 PERFORMANCE AND PAYMENT BOND:

If a performance bond is required in Special Conditions, the Consultant shall within ten (10) working days after notification of award.

1.40 CITY WEBSITE

The City utilizes the following procedures for notification of proposal opportunities: <https://www.cityofpahokee.com>

City of Pahokee website is the preferred sourcing of notices, addenda, Proposals and other communications. The City is not under any obligation and does not guarantee that prospective Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Prospective Proposers are responsible for checking the City website for information and updates concerning solicitations. Unless otherwise noted, Proposal documents are available at no charge. It shall be the Proposer's responsibility to verify the validity of all Proposal information received by sources other than those listed.

1.41 DISCLAIMER

City of Pahokee may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFQ; postpone or cancel at any time this RFQ process; or waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to City of Pahokee's requirements will not be considered. After all Proposals are analyzed, Proposer(s) submitting Proposals that appear, solely in the opinion of City of Pahokee, to be the most qualified, shall be submitted to City of Pahokee Commission, and the final selection will be made thereafter with a timetable set solely by City of Pahokee. The selection by City of Pahokee shall be based on the RFQ, which is, in the sole opinion of the City Commission, in the best interest of City of Pahokee. In all cases City of Pahokee shall have no liability to any Proposal for any costs or expense incurred in connection with this RFQ.

1.42 CONFIDENTIALITY

As a political subdivision, City of Pahokee is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of City of Pahokee's evaluation are open to public

inspection upon proper request. Proposer special note of this as it relates to proprietary that might be included in its Proposal.

1.43 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described, and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.44 PAYMENT FOR SERVICES / AMOUNT OBLIGATED

The Proposer warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The City shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and experienced, and licensed the Proposer.

All Services undertaken by the Proposer before City's approval of this Contract shall be at the Proposer's risk and expense.

1.45 PROPOSALS FIRM FOR ACCEPTANCE:

Proposer warrants, by virtue of submitting a proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of Proposal opening unless otherwise stated in the RFQ.

1.46 MANNER OF PERFORMANCE

A. The Proposer shall provide the services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Proposer in all aspects of the services. At the request of the City, the Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Consultant agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.

B. The Proposer agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Proposer's personnel performing services

hereunder at the behest of the City. Section 1, Item 3. replacement of any Proposer's personnel this Article shall not require the termination and or demotion of such Proposer's personnel.

C. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Proposer shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

The Proposer shall comply with all provisions of all Federal, State, and local laws, Statutes, Ordinances, and regulations that are applicable to the performance of the Agreement.

1.47 INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under the Agreement, an independent Consultant, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent Consultant and not as employees and agents of the City.

The Consultant does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in the Agreement.

1.48 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Consultant hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Proposer shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Consultant agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- a. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- b. The City Manager may base this decision on assistance as may be desirable, including the use of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.
- c. All such disputes shall be submitted in writing by the Consultant to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.
- d. The City Manager shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Consultant and the City reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

Section 1, Item 3.

1.49 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Consultant, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any

such claims if the Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Consultant.

1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Consultant shall maintain, and shall require that its subcontractor and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Consultant and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of five (5) years from the expiration date of the Agreement and any extension thereof.

1.51 SUBSTITUTION OF PERSONNEL

In the event the Consultant wishes to substitute personnel for the key personnel identified by the Consultant's Proposal, the Consultant must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Consultant understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the City were provided to the Consultant for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Consultant. The Consultant accepts all risks associated with using this information.

1.53 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.54 TERMINATION FOR CONVENIENCE; SUSPENSION OF WORK

Section 1, Item 3.

- A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation, or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Consultant acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Consultant is given specific consideration to Consultant for City's right to terminate this Agreement for convenience.
- D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Consultant of such notice. If the Contract is terminated for convenience by the City, the Consultant shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Consultant may be subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Consultant and in such event:

- F. The Consultant shall, upon receipt of such notice, unless otherwise directed by the City:
 - 1. Stop work on the date specified in the notice ("the Effective Termination Date").
 - 2. Take such action as may be necessary for the

protection and preservation of the City's materials and property.

3. Cancel orders.
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
5. Take no action which will increase the amounts payable by the City under the Agreement.

G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Consultant will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.55 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Consultant has not delivered deliverables on a timely basis.
2. The Consultant has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
3. The Consultant has failed to make prompt payment to subcontractors or suppliers for any Services.
4. The Consultant has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the

benefit of the Consultant's creditors. Consultant has taken advantage of a statute or debtor/creditor law or if the Consultant's affairs have been put in the hands of a receiver. Section 1, Item 3.

5. The Consultant has failed to obtain the approval of the City where required by the Agreement.
6. The Consultant has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Consultant has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform the Services or any portion thereof, the City may request that the Consultant, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Consultant's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Consultant for portions of the Services which the Consultant has not performed. In the event that the Consultant fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of the Agreement.
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.56 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues.

- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

in such Developed Works. The Developer may not be utilized, reproduced, or distributed or on behalf of the Proposer, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the City, except as required for the Proposer's performance hereunder.

The Consultant shall also remain liable for any liabilities and claims related to the Consultant's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.58 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

1.57 PROPRIETARY RIGHTS

- A. The Proposer hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Proposer hereunder or furnished by the Proposer to the City and/or created by the Proposer for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the City, use such documentation on any other project in which the Proposer or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Proposer nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. All Consultants and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in a conspicuous place available for employees and applicants for employment, such notices having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- E. "Conflicts of Interest" Palm Beach County Code of Ordinances.
- F. Florida Building Code (FBC).
- G. Notwithstanding any other provision of the Agreement, Consultant shall not be required pursuant

to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Consultant, constitute a violation of any law or regulation to which Consultant is subject, including, but not limited to, laws and regulations requiring that Consultant conduct its operations in a safe and sound manner.

1.59 FORCE MAJEURE

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.60 NONDISCRIMINATION

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the City, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Consultant violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.61 CONFLICT OF INTEREST

The Proposer represents that:

- A. No officer, director, employee, agent, consultant of the City or a member of the family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement. Section 1, Item 3.
- B. There are no undisclosed persons or entities interested with the Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a Proposal for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 2. Is an employee, agent, advisor, or consultant to the Consultant or to the best of the Proposer's knowledge, any subcontractor or supplier to the Proposer.
- C. Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above,

Proposer shall promptly bring such information to the attention of the City's Attorney. Proposer shall thereafter cooperate with the City Attorney's review and investigation of such information and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

1.62 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, its employees, agents, subcontractors, and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any Consultant, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and
- C. Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the City, except as may be required by law.

1.63 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.64 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Palm Beach County.

1.65 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

1.66 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of Proposer.

1.67 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the City's Proposer lists, and prohibition from engaging in any business with the City.

1.68 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

1.69 E-VERIFY

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is

required to utilize the US Department of Homeland Security’s E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of:

(a) all persons employed during the contract term by the Consultant to perform employment duties within Florida; and

(b) all persons (including subcontractors) assigned by the Consultant to perform work pursuant to the contract with the State agency.

amended or revised, or been placed on the Companies with Activities in Sudan List or the Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

END OF SECTION

1.70 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.

1.71 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.72 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

As a condition precedent to the effectiveness of this Agreement, subject to *Ode Brecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Ode Brecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be

SECTION 2.0 SPECIAL CONDITIONS

Section 1, Item 3.

2.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected.

2.3 CONTRACT TERM

The contract term shall commence upon final execution of the contract by the City for a three (3) year period, with two (2) one (1) year renewal options.

2.4 UNAUTHORIZED WORK

The Successful Consultant(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Consultant(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Consultant(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Consultant(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

If the Proposer is awarded a contract under this solicitation, the price agreed between the City and the selected Proposer shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and

authorization of the City.

2.5 REQUESTS FOR INFORMATION

For Requests for Information (RFI) prior to the Proposal opening, the Proposer is to follow this procedure. For information concerning specifications please contact bids@msvfl.gov. Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire Proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RFQ.

2.10 PROPOSER AS AN INDEPENDENT CONSULTANT

It is expressly agreed that the Proposer is an independent Consultant and not an agent of City. The Proposer shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

2.11 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.12 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

2.13 REQUIRED LICENSES AND CERTIFICATIONS

Proposer must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of proposal submission.

END OF SECTION

EVALUATION CRITERIA QUALIFICATIONS:

The Proposer must include the following information for this requirement:

1. Education, experience, and applicable professional credentials of project staff.
2. Resumes of partners, managers and other supervisory staff assigned to this audit, which shall include the following information:
 - Formal education - supplemental education relative to governmental accounting and auditing.
 - Experience in public accounting in general.
 - Experience in private business or government.
 - Experience in auditing governmental units.
 - Membership in various national and state governmental accounting boards, Committees, or associations (past and present); and
 - Professional recognition, such as Certified Public Accounting licenses, Awards, etc.

KEY PERSONNEL AND OPERATIONS:

1. Identify the current partners, managers, and supervisors who will work on the audit including staff from other than the local office, if necessary, for this audit.
2. Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
3. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City.
4. Copies of CPA license(s) for all individual CPAs assigned to the audit and for the firm in the State of Florida.
5. Documentation from Florida's Board of Accountant that the licenses described above are indeed active and in good standing.
6. Documentation that all CPAs assigned to the engagement have continuing professional education in governmental accounting as required by the Board of Accountancy.
7. Documentation that all CPAs assigned to the engagement have attended "Ethics for Governmental CPAs in Florida".

SPECIFIC AUDIT APPROACH:

The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required of this RFP. In developing the work plan, reference shall be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- A. Proposed segmentation of the engagement.
- B. Level of staff to be assigned to each proposed segment of the engagement.
- C. Type and extent of analytical procedures to be used in the engagement.
- D. Approach to be taken to gain and document an understanding of the City's internal control structure.
- E. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- F. Approach to be taken in drawing audit samples for purposes of tests of compliance.

- G. Identify and describe any anticipated potential audit problems, the Proposer's approach to resolving these problems and any special assistance that will be requested from City staff.
- H. Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
- I. Include a statement indicating ability to begin work with minimum notice.
- J. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of Services.

PRICE PROPOSAL

Price Proposal Form shall be included in a labeled section. Form must be signed. The annual audit fee and single audit fee must include the number of hours to complete audit for partner, manager, supervisor & staff hours.

ADDITIONAL REQUIRED INFORMATION:

INSURANCE:

Proposer/Consultant shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of Consultant's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Consultant shall provide a waiver of subrogation for the benefit of the City. The Consultant shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

- A. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

- B. Workers Compensation and Employer's Liability insurance, to apply employees for statutory limits as required by applicable State and Federal laws. The policy(ise) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, sub consultant or agent of the Consultant shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.
- C. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- D. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

LITIGATION STATEMENT:

The Proposer shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the Proposer shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm, including any partners and employees of the firm, during the past three (3) years by state regulatory bodies or professional organizations. The Proposer shall provide an explanation of all pending, local office litigation as well as all litigation related to the Proposer's audits of State or Local Government entities.

The Proposer shall describe any litigation or proceeding whereby, during the past three years, a court or any administrative agency has ruled against the firm or any of the professional staff in any manner related to its professional activities.

WARRANTY:

Signed and notarized statement warranting that the Proposer is not insolvent, is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind that would have an adverse effect on its ability to perform its obligations under the Contract.

REQUIRED FORMS:

All required forms, attachments, licenses and certificates of insurance shall be included in a labeled.

Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.

ORAL PRESENTATIONS

The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Manager and City of Pahokee Commission without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms.

END OF SECTION

REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

- 7.1 Acknowledgement of Addenda
- 7.2 Drug Free Workplace Program
- 7.3 Solicitation, Giving, and Acceptance of Gifts Policy
- 7.4 Indemnification Clause
- 7.5 Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 7.6 Anti-Kickback Affidavit
- 7.7 Proposer Questionnaire

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

_____ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.**

Firm's Name: _____

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

7.2 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Firm’s Name: _____

Authorizes Signature: _____ Date: _____

Printed Name: _____

7.3 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - “No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.”“... The term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

City of Pahokee prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services, Forgiveness of indebtedness,
- Transportation, lodging, or parking, Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities, Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Firm’s Name: _____

Signature: _____ Date: _____

Printed Name: _____

Failure to sign this page may render your bid non-responsive.

7.4 INDEMNIFICATION CLAUSE

The Consultant shall indemnify, defend and hold harmless the City Commission, City of Pahokee and their agents and employees from and against all claims, damages, losses and expenses (including attorney’s fees) arising out of or resulting from the Consultant’s performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Consultant or negligent act or omission of the Consultant, any Sub consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Firm’s Name: _____

Signature: _____ Date: _____

STATE OF FLORIDA COUNTY OF PALM BEACH

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her
[name of individual signing]

signature in the space provided above on this ____ day of _____, 20_____

NOTARY PUBLIC

7.5 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ONPUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the City of Pahokee, Florida,

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement ----- _____).

- 2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
- 3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
- 4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers’ directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in

Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

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

Signature

Sworn to and subscribed before me this _____ day _____, 20 _____

Personally known _____ OR Produced the following

identification _____

Notary Public – State of _____

NOTARY PUBLIC

(Printed Name)

My commission expires: _____

7.6 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
COUNTY OF } SS:
}

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of City of Pahokee, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an Officer of the Corporation.

By: _____

Signature: _____

Title: _____

Sworn to and subscribed before me this _____ day _____, 20 _____

Personally known _____ OR Produced the following

identification _____

Notary Public – State of _____

NOTARY PUBLIC

(Printed Name)

My commission expires: _____

City of Pahokee Response Form

QUESTIONNAIRE

The completed Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Firm being deemed non-responsive.

If a response requires additional information, the firm should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Firm's business and operations.

1. Legal Business Name: _____
2. Doing Business as / Fictitious Name: (if applicable): _____
3. Federal Employer I.D. No.(FEIN): _____
4. Website address: (if applicable): _____
5. Principal place of business address: _____
6. Office location responsible for this project: _____

Telephone No.: _____

7. Type of business (*check appropriate box*):

- Corporation (specify the State of Incorporation): _____
- Sole Proprietor
- Limited Liability Company (LLC)
- Limited Partnership
- General Partnership (State and County filled in) _____
- Other – Specify: _____

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

9. List name and title of each principal, owner, officer, and major shareholder:

a) _____

b) _____

c) _____

10. Affiliated Entities of the Principal(s):

List the names and addresses of “affiliated entities” of the Firm’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Consultant with the City. Affiliated entities of the principal(s) are those entities related to the Firm by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) _____

b) _____

c) _____

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

Yes, No

12. How many years has your firm been in business while providing the services offered within this solicitation? years.

13. Is your firm’s business regularly engaged in and routinely providing the services offered within this solicitation?

Yes, No

14. Has your firm ever failed to complete any services during the last three (3) years? *If yes, specify details in an attached written response.*

Yes, No

15. Are your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*

Yes, No

16. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*

- Yes, No

17. Non-Collusion Certification: Firm shall disclose, to their best knowledge, any City of Pahokee officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Firm's business, who is in a position to influence this procurement. Any City of Pahokee officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Firm to disclose any relationship described herein shall be reason for debarment (*check one*).

Firm certifies that this offer is made independently and free from collusion;
or

Firm is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Firm must include a list of name(s), and relationship(s) with its submittal.*

18. Participation in Solicitation Development (*check one*):

I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of City of Pahokee.

I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of City of Pahokee.

If this box is checked, provide the following: _____

Name of Person the information was provided: _____

Title: _____

Date Information provided: _____

For what purpose was the information provided? _____

SAMPLE AGREEMENT (DO NOT COMPLETE)
AGREEMENT No. RFP (Number)
BETWEEN CITY OF PAHOKEE AND (CONSULTANT'S NAME)

THIS AGREEMENT is made and entered into as of this day of, 2024, **by** and between **(Consultant's Name)** a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **(Consultant's Address)** (hereinafter referred to as the ("CONSULTANT"), and City of Pahokee, a political subdivision of the State of Florida, having its principal office at _____ Florida _____ (hereinafter referred to as the "CITY").

RECITALS

WHEREAS, the CONSULTANT has offered to provide the services and to be bound by the terms and conditions of the **Request for Proposals (RFP) No. Number _____ (Solicitation Title)** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONSULTANT's Proposal attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, the CITY desires to retain a CONSULTANT to provide independent external auditing services as more particularly specified in the Scope of Services in "Exhibit A"; and,

WHEREAS, CONSULTANT desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and City policy, the CITY has determined that it to be in the best interest of the CITY to award an Agreement to the CONSULTANT for the rendering of those services described in the scope of services; and;

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the CITY and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;

- B. RFQ 2024-02-01 hereto as “Exhibit A”;
- C. Proposal hereto as “Exhibit B”;

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) one renewal options.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

1.4 **Loss of Funding:** The Agreement shall remain in full force and effect only as long as provided for in the Agreement has been appropriated by City of Pahokee City Commission in the annual budget for the fiscal year of this Agreement. The Agreement is subject to termination based on a lack of funding.

SECTION 2. COMPENSATION

2.1 Payment shall become due and payable to CONSULTANT upon submission of thereceipt of invoice. Notwithstanding the foregoing the CITY as a municipal corporation is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the CITY designate the following as the respective places for giving such notice:

To the City:

City Manager's Office
City of Pahokee City Hall
207 Begonia Drive, Pahokee,
FL 33476

Office of the City Attorney
City of Pahokee
Burnadette Norris-Weeks,
P.A.
401 North Avenue of the Arts
Fort Lauderdale, FL 33311

With copy to the:

Finance Director
207 Begonia Drive
Pahokee, FL 33476

CONSULTANT: _____

SECTION 4. MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONSULTANT

5.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that CITY will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the CITY. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6.2 Nothing herein shall be construed to extend the CITY'S liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Palm Beach County.

SECTION 8. RECORDS.

8.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

8.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within the City and the CITY may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data

relating to all matters covered by this Agreement. The CITY’s right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of City of Pahokee as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

A. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.

B. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.

C. Any documents provided by CONSULTANT to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes

SECTION 10. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

10.1 The Firm must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 11. EQUAL EMPLOYMENT

11.1 During the performance of this Agreement or any related Work Order, the CONSULTANT shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. In all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

SECTION 12. ASSIGNMENT AND SUBCONSULTING

13.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated, or sub consulted by the CONSULTANT without the express prior written consent of the CITY. Any assignment, delegation or sub consult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The CITY may assign its rights, together with its obligations hereunder.

SECTION 13. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

13.1 Pursuant to Section 119.0701 of the Florida Statutes, CONSULTANT agrees to:

- A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this agreement. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.
- B. Upon request from the City's custodian of public records, CONSULTANT shall provide the CITY 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY. Notwithstanding, it is understood that at all times CONSULTANT's work papers shall remain the sole property of CONSULTANT, and are not subject to the terms of this Agreement.

- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the CITY Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
- F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 561-924-5534, E-MAIL ADDRESS: CITY CLERK, cityclerk@cityofpahokee.com, CITY OF PAHOKEE

SECTION 14. PROMPT PAYMENT ACT.

14.1 The CITY as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 15. CONFLICT OF INTEREST/CODE OF ETHICS.

15.1 The CONSULTANT represents that it has provided a list of all current client's subject to the jurisdiction of the CITY. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of the CONSULTANT, and full disclosure of the nature and extent

of the proposed representation, the CITY Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

15.2 The CONSULTANT agrees to adhere to and be governed by all applicable provisions of the Palm Beach County Conflict of Interest and Code of Ethics Ordinance, as amended; and by City of Pahokee Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

15.3 Standards and Proper Decorum: The CITY promotes and expects a *high standard* of ethics and professional conduct in all CITY employees. The CONSULTANT shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the CITY.

SECTION 16. SOVEREIGN IMMUNITY.

16.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 17. ORDER OF PRECEDENCE.

17.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONSULTANT'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONSULTANT'S RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 18. INSURANCE.

18.1 CONSULTANT shall carry professional liability insurance or other form of insurance, which shall provide coverage of not less than One Million Dollars (\$1,000,000.00), naming the CITY as Additional insured. CONSULTANT shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the CONSULTANT shall furnish to the Finance Director, Joseph R Martin, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute 440. Should the CONSULTANT be exempt from this Statute, the CONSULTANT and each employee shall hold the CITY harmless from any injury incurred during performance of the Contract. The exempt CONSULTANT shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of Pahokee must be shown as an additional insured with respect to this coverage. The mailing address of City of Pahokee City Hall, 207 Begonia Drive, Pahokee, FL 33476, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. City of Pahokee must be shown as an additional insured with respect to this coverage. The mailing address of City of Pahokee City Hall, 207 Begonia Drive, Pahokee, FL 33476, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the CONSULTANT. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

SECTION 19. NON-EXCLUSIVITY.

19.1 This Agreement is non-exclusive. The CITY retains the right to engage the services of additional third-party CONSULTANTS or assign responsibilities to an employee of the CITY to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 20. ANTI-DISCRIMINATION.

20.1 CONSULTANT certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONSULTANT further agrees that neither CONSULTANT, nor any parent company, subsidiaries or affiliates of CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 21. SCRUTINIZED COMPANIES.

21.1 CONSULTANT certifies that it and its sub consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT or its sub consultants are found to have submitted a false certification; or if the CONSULTANT, or its sub consultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

21.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its sub consultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its sub consultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its sub consultants are placed on the Scrutinized Companies with

Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

21.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 22. NO CONTINGENCY FEES.

22.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2024.

CONSULTANT

CITY OF PAHOKEE

Signature

City Manager

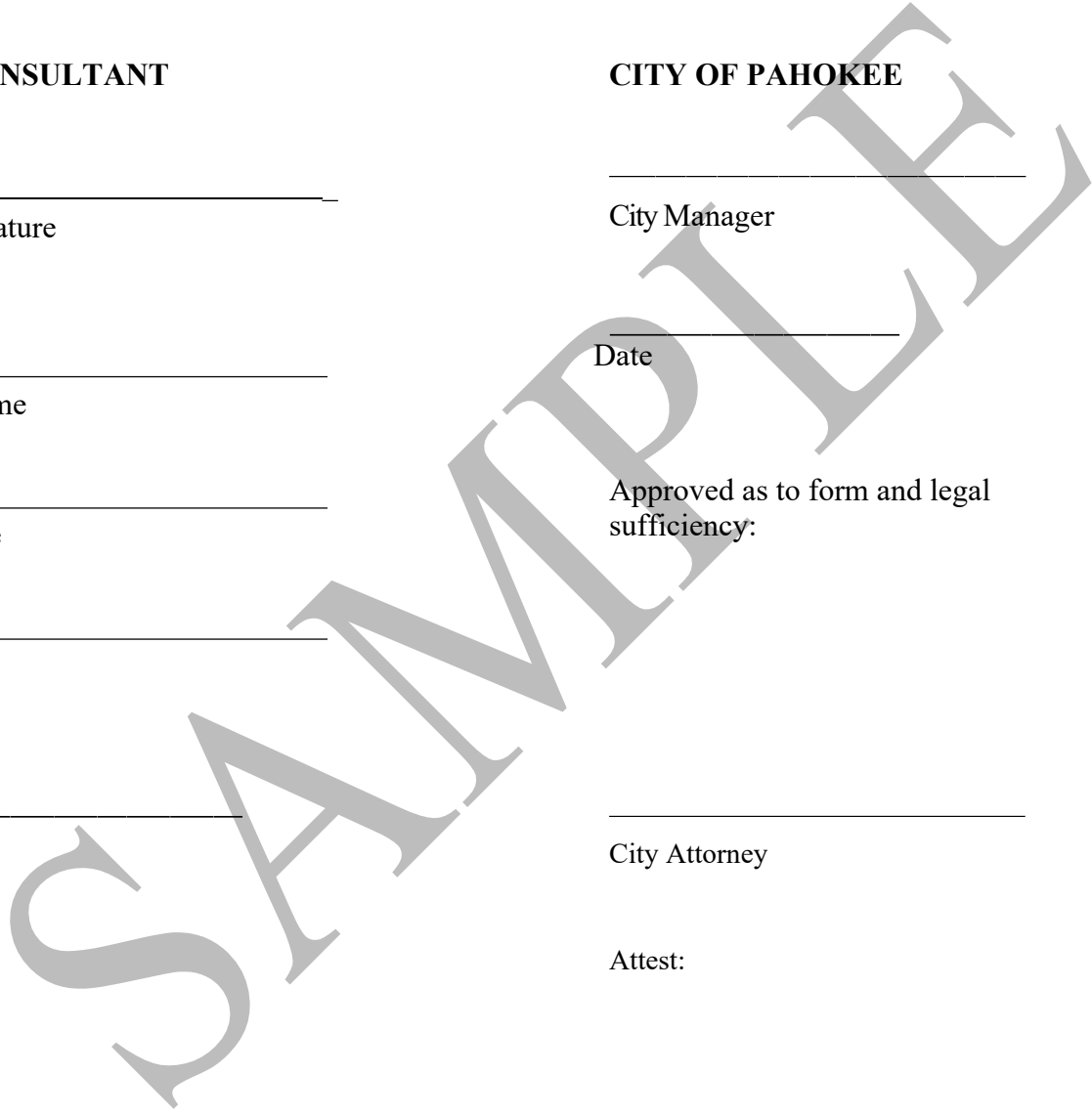
Name

Date

Title

Approved as to form and legal
sufficiency:

Date



City Attorney

Attest:

City Clerk

City Seal





City of Pahokee
RFP for Independent External Auditing Services
RFP No: 2024-02

 ORIGINAL

Submitted by:

HCT

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

HCT Certified Public Accountants and Consultants LLC
3816 Hollywood Boulevard, Ste. 203, Hollywood, FL 33021

Phone: 954.966.4435
Fax Number: 954.962.7747
rharvey@hct-cpa.com

Contact: Roderick Harvey CPA, CVA

Authorized Signature: Roderick Harvey CPA, CVA

 ORIGINAL



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LETTER OF TRANSMITTAL

August 5, 2024

City of Pahokee
Financial Services Department
207 Begonia Drive
Pahokee, Florida 33476



Dear Finance Director and Members of the Financial Audit Services Evaluation Committee:

Thank you for the opportunity to present our team of HCT Certified Public Accountants and Consultants, LLC ("HCT") to the City of Pahokee for the purposes of our submission for Solicitation/RFP for the purpose of providing Professional External Auditing Services. HCT offers a local firm perspective, resources, and methodology of a national CPA firm.

HCT is pleased to propose to perform financial auditing services for the City of Pahokee. It is our understanding that the proposal requires HCT to audit its annual basic financial statements for an initial term of five (5) fiscal years. Additional audit work or other services may be requested.

The review an opinion on the fair presentation of the combining and individual fund financial statements and schedules will be conducted in accordance with:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA);
• Government Auditing Standards, as issued by the Comptroller General of the United States
• Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards (uniform Guidance);
• Rules of the Auditor General for the State of Florida Chapter 10.550 relating to Section 11.45 of the Florida Statutes;
• Section 215.97 Florida Statutes, Florida Single Audit Act; and
• Any other applicable Federal, State, and local laws or regulations.

Key Elements

HCT serves governmental agencies similar in size and complexity to the City of Pahokee. We are confident our proposal not only addresses your need for financial auditing services, but also demonstrates our strong capabilities in serving state and local government clients.

The Firm will be compensated in accordance with the schedule of fees established as a result of the selection process. Any fee for additional services shall be separately negotiated at the time of the engagement for a not-to-exceed amount calculated in accordance with the rates agreed upon by negotiation. Notwithstanding the foregoing, the City of Pahokee may elect, in their sole discretion, to engage a third party to conduct such additional services.

HCT is focused on delivering an exceptional level of knowledge, insight, and industry experience. As our clients' most trusted business advisor, we:

- Take a genuine interest in your opportunities and challenges
- Proactively work with you to develop solutions based on a deep understanding of your business and industry
- Address your organization's financial and operational challenges through our national and global resources
- Continually strive to the organizations we serve, the communities in which we work and live, the internal audit profession, and ourselves

This proposal will outline our comprehension of the requisite scope of work; our commitment to meet mandated deadlines and the overall value you will receive by selecting HCT and our team of professionals. HCT is located at 3816 Hollywood Boulevard, Suite 203, Hollywood, Florida 33021. HCT has a committed staff of 6 that will be maintained in both number and level to successfully conclude the audit examination in the time frames specified in this request for proposals.

HCT makes this affirmative statement that we are in the business of auditing governmental entities. This is what we do. We have the knowledge and the experience to resolve any potential problems that could occur during the audit engagement. We have the staff as well as the expertise to meet all of the City of Pahokee requirements. This Proposal will remain in effect for ninety (90) days.

HCT is a member of the American Institute of Certified Public Accountants' (AICPA) *Governmental Audit Quality Center*. The professionals at HCT are committed to ensuring open and continual communication. We will serve as a "team" that can, if chosen, provide the capacity to ensure a seamless transition into future engagements.

We believe a well-planned engagement, as well as effective communication are vital components to ensuring minimum disruption to your staff but will ultimately allow our team to produce a quality product.

Specialized Client Industry

- **Government**
- **Not-for-Profit**
- **Financial Services**
- **Higher Education**
- **Public Sector**
- **Private Industry**

We appreciate this opportunity to serve and provide efficiently if selected. Thank you for your consideration. If for any reason you have any questions, please do not hesitate to reach out to the contact person as listed below.

Sincerely,



Roderick Harvey, CPA, CVA Managing
Partner
3816 Hollywood Boulevard, Suite 203
Hollywood, Florida 33021
Phone: 954.966.4435
Fax Number: 954.962.7747
rh Harvey@hct-cpa.com
Authorized Signature: Roderick Harvey CPA, CVA

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION

Understanding the Work to be performed

Based on HCT’s review of the Request for Proposal No. 2024-02, it is our understanding that HCT will provide the following services:

For the City of Pahokee

- A report of a fair presentation of the basic financial statement, in conformance with generally accepted accounting principles.
- A report on compliance with applicable laws and regulations that may have a material effect on the financial statements.
- A report on the internal control structure based on the auditor’s understanding of the control structure made as part of the audit of the financial statements.



For the City of Pahokee’s Federal Awards and State Financial Assistance Programs

- Federal and State single audit reports in compliance with the Uniform Guidance and the Florida Single Audit Act.

Report Issues to the Director of Financial Services

- Review the management letter comments as required by F.S. 11.45(3)(a) 4
- Review the draft general distribution CAFR
- Review and advise the independent audit findings
- Management consultation with staff
- Discuss information in the audited financial statements
- Major issues discussed with management prior to retention
- Difficulties encountered in performing the audit
- Discuss irregularities and illegal acts

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

- **Maintain Working Papers**
 - Retain working papers and reports at HCT's expense
 - Maintain the records for a period of three years
 - Allow access to the working papers for inspect and reproduction as necessary

3.1.1 - Detailed statement of firm's experience, qualifications, and background for providing annual financial audit services

We are a Limited Liability Company with two (2) offices throughout the State of Florida. The offices are located in Hollywood, and Tallahassee. The audit will be performed by the firm's Hollywood office, which serves as the main office. **Permanent Office Responsible for the City of Pahokee Audit Services is Located in Broward County**, 3816 Hollywood Boulevard, Suite 203, Hollywood, Florida 33021. Tel 954.966.4435 // Fax 954.962.7747 // www.hct-epa.com. HCT is a Limited Liability Company as registered with the State of Florida since 2000.

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.1 - Detailed statement of firm's experience, qualifications, and background for providing annual financial audit services (cont'd)

HCT underwent our last peer review per AICPA standards in June 2022. The Peer Review included a **recent local government as well as an audit of a municipal Employee Pension Plan** because we focus almost exclusively in the governmental and not-for-profit areas of audit and accounting.



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

May 18, 2023

Roderick Harvey
HCT of South Florida
3816 HOLLYWOOD BLVD STE 203
HOLLYWOOD, FL 33021-6750

Dear Roderick Harvey:

It is my pleasure to notify you that on May 17, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: A Infante

Firm Number: 900010150483

Review Number: 597713

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.1 - Detailed statement of firm's experience, qualifications, and background for providing annual financial audit services (cont'd)



INFANTE & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS CONSULTANTS

Members of:

- American Institute of CPAs
- Center for Audit Quality
- Employee Benefit Plan Audit Quality Center
- Government Audit Quality Center
- Private Companies Practice Section
- Tax Division

Florida Institute of CPAs

Harrison Executive Centre
 1930 Harrison Street
 Suite 308
 Hollywood, FL 33020
 Telephone (954) 922-8888
 Fax (954) 922-8884
 www.infantescopa.com

Report on the Firm's System of Quality Control

February 28, 2023

To The Partners of
 HCT Certified Public Accountants & Consultants, LLC
 and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of HCT Certified Public Accountants & Consultants, LLC (the firm) in effect for the year ended June 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.1 - Detailed statement of firm’s experience, qualifications, and background for providing annual financial audit services (cont’d)

Peer Reviewer’s Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm’s system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of HCT Certified Public Accountants & Consultants, LLC in effect for the year ended June 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. HCT Certified Public Accountants & Consultants, LLC has received a peer review rating of *pass*.



Infante & Company

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.1 - Detailed statement of firm's experience, qualifications, and background for providing annual financial audit services (cont'd)

We will form a relationship between HCT and the City of Pahokee personnel that will benefit from a structured approach that draws on the broad skills of a team of experienced professionals who will service your account. **The firm members are available, within 8 hours of notice, for telephone conference calls, and we are able to be on site within 24 hours, or less, if needed.** Our engagement management style is experience, “team focus” and “personal attention.”

The Team

The services will be provided by Team HCT personnel that have in-depth knowledge of government auditing services including Generally Acceptable Accounting Principles (GAAP), the Comprehensive Annual Financial Report (CAFR), Florida Single Audit Act and Uniform Guidance requirements. Please see the profiles for key staff in the Experience and Qualifications section of our response. Team HCT is a statewide certified public accounting and consulting firm. Team HCT provides a wide variety of high-quality, cost-effective accounting, assurance, tax and consulting services to individuals, governmental entities, non-profit organizations, small businesses, corporations, and financial institutions (both publicly-and privately-held) throughout the United States. Team HCT is licensed to perform work in the State of Florida.

Team HCT has the firm resources and ability to meet the timeline and budget requirements for the City of Pahokee. The firm manages its resources via technology and staff training to maintain a sustainable business. We are committed to conservation of our firm assets so that we can continue to serve governmental / private client in the United States.

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.1 - Detailed statement of firm’s experience, qualifications, and background for providing annual financial audit services (cont’d)

Client Focus and Specialization

HCT believes itself to be the best qualified firm and is set apart by our client focused audit teams. We believe that there is a difference between being a governmental external audit firm and being a municipal governmental audit firm. We audit municipal governments statewide with due care and diligence as we want to assist with improving municipal government for all stakeholders.

HCT has the ability to fulfill all elements of the Scope of Work for the City of Pahokee. Our mission is to serve the Florida governmental and local government by providing highly quality audit and consulting engagements.

Specific Information -Firm Qualifications and Experience

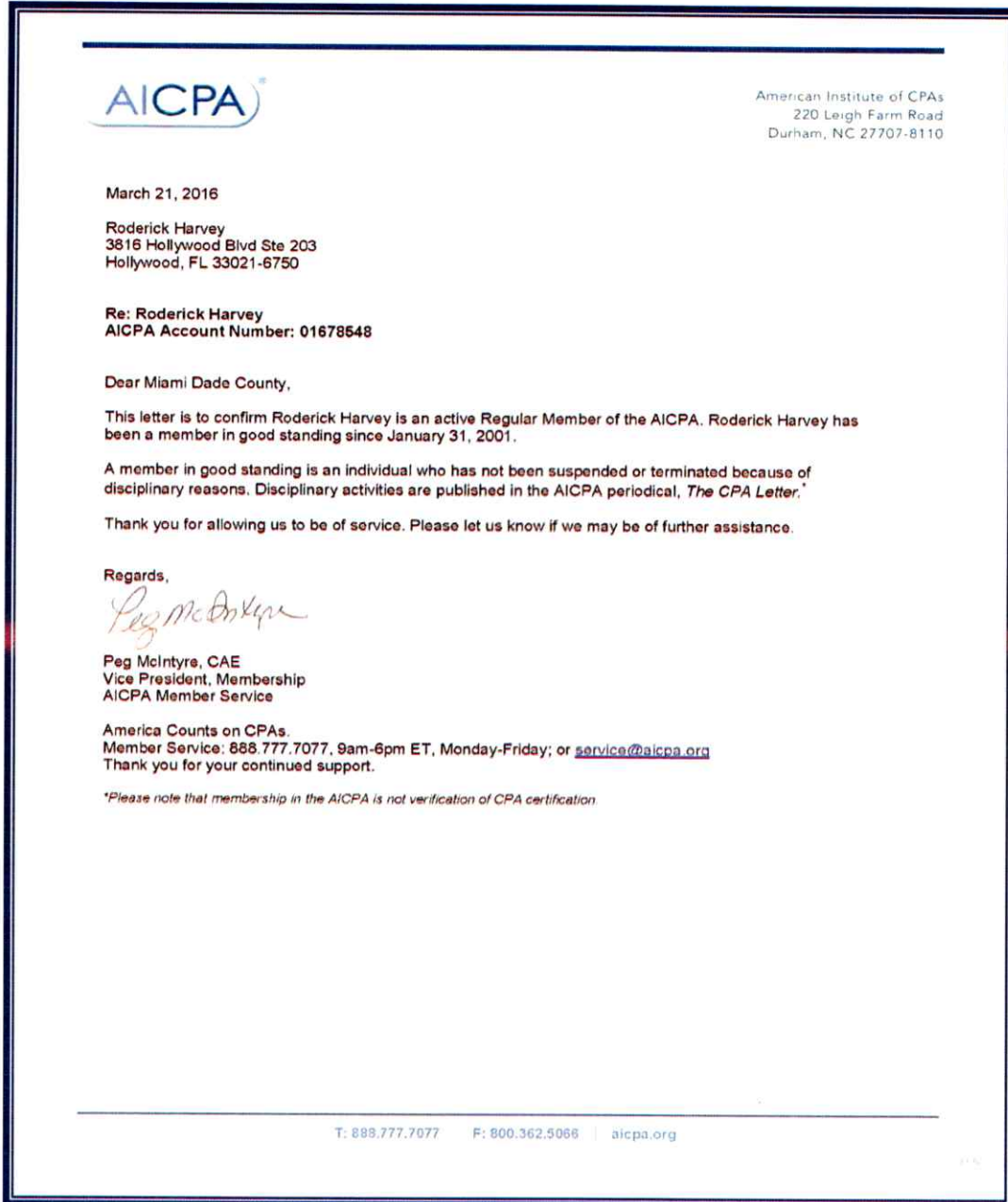
HCT is in the business of external auditing governmental entities. This is what we do. We have the knowledge and the experience to resolve any potential problems that could occur during the audit engagement. HCT believes in good communication. We have the staff as well as the expertise to meet all of the City requirements. So long as there is open communication between management and our staff, we will be able to identify and anticipate any significant problems before they occur.

HCT is a member of the American Institute of Certified Public Accountants’ (AICPA) *Governmental Audit Quality Center*. The mission of the *Governmental Audit Quality Center* is to: raise awareness about the importance of governmental audits, serve as a comprehensive resource provider on governmental audits for member firms and state audit organizations and create a community of firms that demonstrates a commitment to governmental audit quality.

Due to our accessibility and proximity with The City of Pahokee we will be able to interact in person with the City Manager, the City’s Director of Financial Services, the Finance Department, and the City of Pahokee Commission.


3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.1 - Detailed statement of firm's experience, qualifications, and background for providing annual financial audit services (cont'd)



3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.1 - Detailed statement of firm's experience, qualifications, and background for providing annual financial audit services (cont'd)



Florida Institute of Certified Public Accountants

March 21, 2016


RE: Roderick A. Harvey M47576

To Whom it May Concern:

This letter serves as confirmation that the above referenced individual has been a member in good standing with the Florida Institute of CPAs since August 23, 2004. Our membership year is from July 1st to June 30th of each year.

If you need additional information, please do not hesitate to call our Member Service Center at 1(800)342-3197 or email us at membership@ficpa.org.

Sincerely,



Lynn Hepner
Membership Development Manager
hepnerl@ficpa.org

325 W. College Ave. | P.O. Box 5437 | Tallahassee, FL 32314 | Phone: (850) 224-2727 | Fax: (850) 222-8190 | www.ficpa.org

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.1 - Detailed statement of firm’s experience, qualifications, and background for providing annual financial audit services (cont’d)

Federal and State Desk Reviews

There have not been federal or state desk reviews or field reviews of our audit engagements or field reviews of our auditors, within the last three (3) years, or ever. HCT certifies to the City that HCT Certified Public Accountants and Consultants, LLC has always provided professional quality auditing services with Florida Municipal Governments and Federal, State or Local entities.

HCT has no litigation or proceeding whereby, during the past two years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. There are no current disciplinary actions pending against HCT partner, managers or our staffers.

HCT provides this affirmative statement that we are independent of the City of Pahokee as defined by generally accepted auditing standards and the US General Accounting Office (GAS). We will maintain our license and independence for the duration of the contract. Roderick Harvey, Audit Partner, will meet all of the appropriate guidelines required for independence pursuant to Florida statute 473.315 and Florida Administrative Order 61H1-21.001. HCT meets and affirms that all of the appropriate guidelines required for independence pursuant to Florida statute 473.315 and Florida Administrative Order 61H1-21.001 will be maintained.

HCT employees are required to sign a “Personal Independence Confirmation” upon hire and to update annually as part of our quality control standards for our firm. **Additionally, for each GAGAS audit, all assigned professionals sign a statement of independence specific to the client. This procedure ensures that we will remain independent throughout the City’s engagement.**

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.1 - Detailed statement of firm’s experience, qualifications, and background for providing annual financial audit services (cont’d)

HCT Certified Public Accountants and Consultants is a Local Limited Liability Company with our office located in Hollywood, Florida. Normal Business Hours are 8:30am – 5:30pm, Monday through Friday. Permanent Office Responsible for The City of Pahokee’s Audit Services is Located at 3816 Hollywood Boulevard, Suite 203, Hollywood, Florida 33021 in Broward County. HCT has 8 Professional Staff that will be assigned to this Project.

HCT was founded in 2000. Our Services include the analysis and preparation of state-wide cost-benefit studies, outsourcing of financial reporting and accounting, financial monitoring of state-wide programs, fraud prevention and detection consulting, and traditional audit services. Team HCT has considerable experience anticipating, planning for, and meeting well-defined, firm performance deadlines for our clients including several Florida state agencies and municipalities.

We commit to meet our performance deadlines each and every time. Team HCT has more than 550 clients in the United States, including more than 120 governmental entities. We have significant experience planning and consulting on client business matters and projects, accounting, financial reporting, economic forecasting and projections, forensic accounting, analysis work, damage studies, litigation services and report writing, among other services. Our proposed engagement team is representative of the firm's experience and is capable of assessing the County’s current internal control environment and providing an internal schedule, prioritizing areas of highest risk.

HCT is in the business of external auditing governmental entities. This is what we do. We have the knowledge and the experience to resolve any potential problems that could occur during the audit engagement. HCT believes in good communication. We have the staff as well as the expertise to meet all of the County requirements. So long as there is open communication between management and our staff, we will be able to identify and anticipate any significant problems before they occur.

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.1 - Detailed statement of firm’s experience, qualifications, and background for providing annual financial audit services (cont’d)

HCT provides this affirmative statement that there are no conflict of interests and that we are independent of The City of Pahokee as defined by generally accepted auditing standards and the US General Accounting Office – GAS. We will maintain our license and independence for the duration of the contract.

Roderick Harvey, Managing Partner, will meet all of the appropriate guidelines required for independence pursuant to Florida Statute 473.315 and Florida Administrative Order 61H1-21.001. HCT meets all of the appropriate guidelines required for independence pursuant to Florida statute 473.315 and Florida Administrative Order 61H1-21.001. HCT provides this affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in Florida. The proposer does hold an active licensed in the State of Florida # AD67699. We also maintain good standing with the State of Florida Board of Accountancy to practice public accounting and meets the independence standards as defined by generally accepted auditing standards.

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.1 - Detailed statement of firm's experience, qualifications, and background for providing annual financial audit services (cont'd)

We are qualified to do business in the State of Florida under the laws of Florida per Chapter 607; F.S. All HCT key audit personnel assigned have successfully completed the number of required hours of Continuing Professional Education (CPE) for CPA's engaged in governmental auditing pursuant to Florida Statute 473.312 and Governmental Auditing Standards (Yellow Book).

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ACCOUNTANCY

THE ACCOUNTANCY PARTNERSHIP HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

HCT CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS, LLC
3816 HOLLYWOOD BOULEVARD
SUITE 203
HOLLYWOOD FL 33021

LICENSE NUMBER: AD67699
EXPIRATION DATE: DECEMBER 31, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/21/2023
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.2 - Past Experience in Projects Related to Annual Financial Audit Services Requested by the City of Pahokee

HCT's foremost consideration is to ensure the best interest of our clients. To this end, our staff rotation policy is to maintain continuity on engagements from year to year. However, to ensure that the engagement team also remains dynamic, and to help ensure future continuity and maintain our knowledge of the entity, we also prefer to assign at least one new staff member every two years. The City can be assured of seeing known management and supervisory personnel while obtaining the benefit of meeting our sharpest staff level professionals

HCT serves governmental agencies similar in size and complexity to the City of Pahokee

City of Pahokee, Florida	\$4.7 Million	September 30th
Governmental Agencies Audited by HCT	Revenue / Assets Size	Fiscal Year Ended
Miami Dade County (Transit Segment)	\$2.3 Billion	September 30th
Broward County, Florida	Over \$3 Billion	September 30th
Palm Beach County (Palm Tran)	\$475 Million	September 30th
Central Florida Expressway Authority	\$4.3 Billion	June 30th
Florida Commission on Transportation for the Disadvantaged	Over \$50 Million	June 30th
Broward Metropolitan Planning Organization	Over \$4 Million	June 30th
City of South Bay	Over 4 million	September 30th
City of Miami Gardens	Over \$185 Million	September 30th
City of North Miami	Over \$190 Million	September 30th
City of Riviera Beach	Over \$100 Million	September 30th

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

3.1.2 - Past Experience in Projects Related to Annual Financial Audit Services Requested by the City of Pahokee

List of Florida counties and municipalities for which the firm is providing or has been providing audit services.

GOVERNMENTS

- City of Coral Spring CRA, Florida
- City of Dania Beach, Florida
- City of Hollywood, Florida Ambulatory Service Audits)
- City of Lauderdale Lakes, Florida
- City of Lauderhill HA, Florida
- City of Lauderhill, Florida
- City of Miami Gardens, Florida
- City of Miami, Florida CIP
- City of North Miami FA, Florida
- City of North Miami, Florida
- City of Opa Locka, Florida
- City of Oakland Park, Florida Utility Services
- City of Riviera Beach, Florida
- City of Sanford Housing Authority, Florida
- City of South Bay, Florida
- City of Tampa, Florida
- Agency for Health Care Administration
- Broward County, Florida
- Florida Office of Early Learning
- Indian Trail Improvement District
- Miami Dade County Affordable Housing Foundation
- Miami-Dade County Transit

SCHOOLS/CHURCHES

- Antioch Missionary Baptist Church of Miami Gardens, Florida
- Cool Kids Learn, Inc.
- Catholic Charities of the Archdiocese of Miami
- Chancellor Elementary School
- Chancellor Middle School
- Church of Brotherly Love Social Services Agency
- Ekklesia, d.b.a. International Center of Praise
- Excel Academy School
- Future Leaders Arts and Science Academy
- Love to Learn Educational Center
- Love to Learn Arts and Science Academy
- O’Farrill Learning Center
- Oasis Enrichment School
- Parkway Academy
- Spiral Tech School
- Spirit Agency Academy
- The Life Skills Center – Leon County
- The Thinking Child Academy

NOT-FOR-PROFITS

- Advocate Programs
- Association for Retarded Citizens, South Florida, Inc.
- Arts for Learning/Miami
- Ayuda, Inc.
- Beta Tau Royal Association
- Brownsville Community
- Boys & Girls Club of Miami
- Centro Mater CCC
- Children's Home Society
- Citrus Health Network
- Collins Center for Public Policy
- Community Committee for Development Handicap
- Community Health of South Dade
- Community Medical Concepts
- Concerned African Women
- Creative Child Therapy
- Cuban American National Council
- Daily Bread Food Bank, Inc.
- Dave & Mary Alper Jewish Community Center
- Easter Seal Miami-Dade, Inc.
- Economic Opp. Family Health Center
- Educate Tomorrow
- Elijah Network Family and Community Alliance
- Family and Faith Coalition
- Family Central, Inc.
- Family Counseling Services of Greater MIA
- FIU #1 / #2
- Florida Immigrant Advocacy
- Foster Care Review
- Greater Miami Youth Symphony
- Grupo De Apoyo A La Democracia United
- Haitian Neighborhood Center Saint La.
- Hands In Action
- Human Services Coalition of Miami Dade
- Informed Families
- Institute for Family Health (CPC)
- James E. Scott Community Association
- Just Kids
- Justice & Securities
- Kidsworks USA
- Kristi House
- Liberty Agency Optimist Club
- Miami Children's Museum
- National Organization of Black Elected Officials
- National Black Caucus of State Legislators
- River Region Human Services

3.1 EXPERIENCE/QUALIFICATIONS/BACKGROUND/ REFERENCE INFORMATION (cont'd)

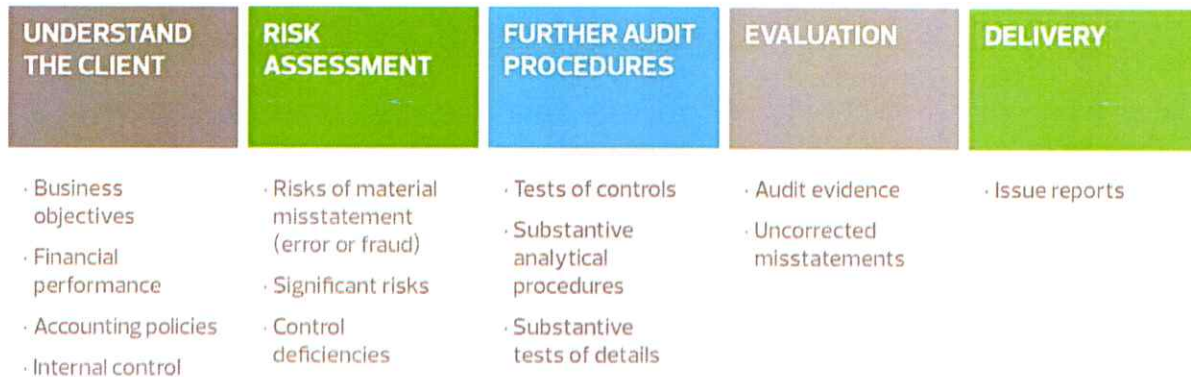
3.1.3 – Reference Information

Each proposer must submit a minimum of three (3) references demonstrating the successful provision of annual financial audit services as requested herein by CITY within the past three (3) years.

Client Name & Contact Information	Scope of Work/Types of Services	Project Period / Contract Value	Budgeted Hours/ Actual Hours	Joint Venture/ Shared Engagement
Kennie Hobbs, CPA Asst. City Manager/ Finance Director City of Lauderdale, Florida 5581 W. Oakland Park Blvd. Lauderdale, Florida 33313 (954) 730-3044 khobbs@lauderdale-fl.gov	Annual Financial Monitoring of Federal and State funds - AUP	2021 –Current \$350,000 2008 - 2017	500 hours	Prime
Anna Bo-Emmanuel, North Miami CRA, Florida Executive Director 776 NE 125 th Street North Miami, Florida (305) 895-9885 aemmanuel@northmiamifl-gov	Annual Financial Statement and Single Audits	2008 – current \$370,000	280 hours/ 300 hours	Prime
Massish Saadatmand Finance Director City of South Bay, Florida 335 S.W. 2 nd Avenue South Bay, Florida 33493 (561) 914-6330 saadatmandm@southbaycity.com	CAFR- Financial Statement and Single Audits	2013 – current \$170,000	425 hours/ 500 hours	Prime

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION

The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in this RFP solicitation. In developing the work plan, reference should be made to such sources of information as the City of Pahokee’ budget and related materials, organizational charts, manuals and programs (if applicable) and financial and other management information systems.



Responsiveness

Our firm is responsive. Organizations who choose our firm rely on competent advice and fast, accurate personnel. Through hard work, we have earned the respect of the business and financial communities. HCT has the people and ability to provide optional services. Our current governmental clients have issued over 200 million in new bond placements.

Quality Staff Resources

An accounting firm is known for the quality of its service. Our firm's reputation reflects the high standards we demand of ourselves. Our primary goal as a trusted advisor is to be available to provide insightful advice to enable our clients to make informed financial decisions. We do not accept anything less from ourselves and this is what we deliver to you. We feel it is extremely important to continually professionally educate ourselves to improve our technical expertise, financial knowledge and service to our clients.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

Audit Procedures

The financial / accounting system is employed, therefore, we will (i) review each active module and (ii) the extent of inherent risk and mitigated control/detection risk and the (iii) testing required.

Audit procedures include:

1. Collecting and processing a set of test data that reflects all the variants of data and errors which can arise in an application system at different times;
2. Using integrated test facilities, built into the system by the accounting system to help the External Auditor in his requirements, as one of the users of the system;
3. Simulating the auditee's application programs using audit software to verify the results of processing;
4. Reviewing program listings periodically to see that there are no unauthorized alterations to the programs;
5. Using either developed programs to interrogate and retrieve data applying selection criteria and to perform calculations and extracting samples of data from the City of Pahokee a database/files, using sampling techniques, for post analysis and review; and
6. The nature of data and type of analysis is required determines what technique is to be employed.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

HCT can fulfill all elements of the Scope of Services and Special requirements as defined below:

1. Organizational Risk Assessment

- a. HCT will conduct an organizational risk assessment that includes a review of controls currently in place to enable the firm to better understand the City of Pahokee governing and operating structure.
- b. The risk assessment will identify the areas of the highest risk.
- c. Using this information, HCT will develop an external audit schedule prioritizing areas of highest risk.
- d. Present the findings of the Organizational Risk Assessment in a report to the City of Pahokee, which will also contain an external audit schedule which will identify and prioritize the areas of greatest risk.

2. Communication with The City of Pahokee/Financial Services Department

- a. Upon approval of the Audit Plan, Team HCT will perform audits of each area identified on the external audit schedule.
- b. Audit areas will require the Team HCT to work in conjunction with key staff in each area and conduct a thorough audit of the identified area. This work will include:
 - i. Provide recommendations for strengthening external controls in order to lower identified risks.
 - ii. Review department operations to ensure compliance with The City of Pahokee Code requirements, City of Pahokee policies and procedures.
 - iii. Assess compliance of business practices with various outside agencies, such as grant reporting agencies and other County, State and Federal regulatory agencies.
 - iv. Provide recommendations for implementing “best practices” in instances where policies, procedures and processes do not exist or should be improved upon.
 - v. Perform operational reviews of key business processes to identify deficiencies and weaknesses and make recommendations for improvements.
 - vi. Work closely with internal auditors and the City of Pahokee staff to ensure minimal duplication of effort and proper focus.
 - vii. Attend Financial Services Department meetings and submit the audit

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

Sample size and the extent to which statistical sampling is to be used in the engagement.

HCT utilizes several tools when selecting samples, in addition to considering sample sizes as suggested by the PPC as tailored for each individual client, we also utilize the *AICPA Audit Guide for Audit Sampling*. HCT will utilize statistical and non-statistical sampling when performing various test work, as appropriate.

During tests of controls, we will utilize attributes sampling to verify documented controls are in place and functioning for each major transaction cycle. The purpose of the controls test work is to test the deviation rate of a control to support our initial assessment of control risk. Because we would like to support a low level of control risk, and therefore decrease the level of testing required in substantive (or “final” test work), our samples will be randomly selected, with each item of the defined population having an equal chance of selection. We will verify the population is “complete” and that the sample is representative of the population, e.g., that the sample expresses the same characteristics of the population based on such factors as fund type, number of transaction types, processing methodology, etc.

HCT is in the business of external auditing governmental entities. We have the knowledge and the experience to resolve any potential problems that could occur during the audit engagement. HCT believes in good communication. We have the staff as well as the expertise to meet all the CITY OF PAHOKEE’s requirements. So long as there is open communication between management and our staff, we will be able to identify and anticipate any significant problems before they occur.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

Extent of Use of EDP Software in the Engagement

Information management has become a vital process in both public and private entities. Although the systems used to gather, sort, and distribute information are becoming more sophisticated, the chance of system malfunction is also rising, a risk that could have major ramifications. Due to the significance of this risk, members of the engagement team have System-Data Risk Management experience. Our I.T. auditor will evaluate the electronic data processing general controls within the computer environment as specifically related to the information flows and will advise the other engagement team members as to how the EDP system affects the planned audit procedures.

The IT auditor would then perform specific tests and prepare a written document addressing procedures, processes, and controls. All professionals assigned to the engagement have received extensive training (provided to all HCT professionals) in computer skills.

In addition, our audit software will be used to analyze data for integrity in input, processing and output, and interfacing. We use complementary tools for results comparison when necessary. HCT's information technology auditors perform data analysis to verify the accuracy of client data, whether text or numerical. They manipulate client data to create randomly generated samples so they can identify potential errors and minimize risk. We have staff with experienced data mining skills including the use of complex data mining software such as ACL and IDEA.

IT Audit is the process of collecting and evaluating evidence to determine whether a computer system has been designed to maintain data integrity and the safeguarding of technological assets, which allows organizational goals to be achieved effectively through the use of efficient resource management. Data integrity relates to the accuracy and completeness of information as well as to its validity in accordance with the norms. An organization's information system should do the procedural legwork so that the client can focus on the interpretation and reporting of results. HCT believes that the evaluation and assessment of our client's technological environment is a keystone for the audit process.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

HCT utilizes auditing software and paperless working paper documentation and up-to-date technology to ensure the most efficient and effective performance of the audit engagement and to offer the best service for the City of Pahokee. This includes sophisticated trial balance software which groups the CITY OF PAHOKEE's trial balance. These numbers are then transferred into templates in excel through an integrated formula and inserted into a word document to create a seamless financial statement report

As outlined above, to gain an understanding on document control procedures and management information system processes; HCT will assess preliminary Control Risk, Detection Risk, and Inherent Risk in order to evaluate overall Control Risk and to determine what controls can be relied upon to minimize our substantive work performed. Based on this assessment, we will develop programs to test identified and documented controls and select samples (utilizing statistical sampling) to provide for a confidence rate of at least 90 percent. We will also utilize dual purpose testing during our single audit procedures to test the overall disbursement controls within the City of Pahokee.

HCT will perform walkthroughs for all key areas of controls based upon source documentations selection. Additionally, we will interview heads of departments to gain an understanding for the narrative processes for all of the areas of the City of Pahokee that receive and disburse cash, including payroll. We have an internal control and compliance specialist on staff that will perform these tests for the City of Pahokee.

Once HCT has documented its understanding of all key controls, we will perform a final assessment of Control Risk based on results of test work.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

Type and extent of analytical procedures to be used in the engagement.

Analytical procedures are an important part of the audit process and consist of evaluations of financial information made by a study of plausible relationships among both financial and nonfinancial data. Analytical procedures range from simple comparisons to the use of complex models involving many relationships and elements of data. A basic premise underlying the application of analytical procedures is that plausible relationships among data may reasonably be expected to exist and continue in the absence of known conditions to the contrary. Particular conditions that can cause variations in these relationships include, for example, specific unusual transactions or events, accounting changes, business changes, random fluctuations, or misstatements.

Analytical Procedures in Planning the Audit

The purpose of applying analytical procedures in planning the audit is to assist in planning the nature, timing, and extent of auditing procedures that will be used to obtain evidential matter for specific account balances or classes of transactions. To accomplish this, HCT uses analytical procedures used in planning the audit should focus on (a) enhancing the auditor's understanding of the client's business and the transactions and events that have occurred since the last audit date, and (b) identifying areas that may represent specific risks relevant to the audit. Thus, the objective of the procedures is to identify such things as the existence of unusual transactions and events, and amounts, ratios and trends that might indicate matters that have financial statement and audit planning ramifications.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

HCT employs analytical procedures in planning the audit generally use data aggregated at a high level. Furthermore, the sophistication, extent and timing of the procedures, which are based on the auditor's judgment, may vary widely depending on the size and complexity of the client. For some entities, the procedures may consist of reviewing changes in account balances from the prior to the current year using the general ledger or the auditor's preliminary or unadjusted working trial balance. In contrast, for other entities, the procedures might involve an extensive analysis of quarterly financial statements. In both cases, the analytical procedures, combined with the auditor's knowledge of the business, serve as a basis for additional inquiries and effective planning.

Although analytical procedures used in planning the audit often use only financial data, sometimes relevant nonfinancial information is considered as well. For example, number of employees, square footage of selling space, volume of goods produced, and similar information may contribute to accomplishing the purpose of the procedures.

Analytical Procedures Used as Substantive Test

Our reliance on substantive tests to achieve an audit objective related to a particular assertion may be derived from tests of details, from analytical procedures, or from a combination of both.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

The decision about which procedure or procedures to use to achieve a particular audit objective is based on the auditor's judgment on the expected effectiveness and efficiency of the available procedures.

The auditor considers the level of assurance, if any, he wants from substantive testing for a particular audit objective and decides, among other things, which procedure, or combination of procedures, can provide that level of assurance. For some assertions, analytical procedures are effective in providing the appropriate level of assurance. For other assertions, however, analytical procedures may not be as effective or efficient as tests of details in providing the desired level of assurance.

The expected effectiveness and efficiency of an analytical procedure in identifying potential misstatements depends on, among other things, (a) the nature of the assertion, (b) the plausibility and predictability of the relationship, (c) the availability and reliability of the data used to develop the expectation, and (d) the precision of the expectation.

Analytical Procedures Used in the Overall Review

The objective of analytical procedures used in the overall review stage of the audit is to assist the auditor in assessing the conclusions reached and in the evaluation of the overall financial statement presentation. A wide variety of analytical procedures may be useful for this purpose. The overall review would generally include reading the financial statements and notes and considering (a) the adequacy of evidence gathered in response to unusual or unexpected balances identified in planning the audit or in the course of the audit and (b) unusual or unexpected balances or relationships that were not previously identified. Results of an overall review may indicate that additional evidence may be needed.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

Approach to be taken to gain and document an understanding of the CITY OF PAHOKEE's internal control structure.

The first step in performing the audit will be the preliminary evaluation of the computer systems covering:

1. How the computer function is organized
2. Use of computer hardware and software
3. Applications processed by the computer and their relative significance and
4. Methods and procedures for implementation of new applications or revision to existing applications

In the course of preliminary evaluation of the internal environment, Team HCT will ascertain the level of control awareness in the City of Pahokee and existence (or non- existence) of control standards.

The preliminary evaluation will identify potential key controls and any serious key control weaknesses. For each control objective, auditors will determine whether or not the

objective has been achieved; if not, we will assess the significance and risks involved with due to control deficiencies. After completing the preliminary evaluation of the computer systems, HCT will determine the appropriate audit approach for specific task order.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

Approach to be taken in determining laws and regulations that will be subject to audit test work.

HCT’s approach in determining laws and regulations that will be subject to audit test work involves research of applicable State and Federal Statutes, local ordinances, the Auditor General, etc. We monitor new laws and maintain up-to-date training to ensure we have timely knowledge of any changes that affect our industry or our clients. Information is obtained through examination of the law/ordinance creating the municipality. We interview the City of Pahokee’s management and contact our associates at the Auditor General and, if necessary, Federal contacts (such as cognizant agents or grantor agencies).

We also review minutes, prior to leaving the field, to ensure we have complete understanding of any new City of Pahokee Commissioners mandates or ordinances. We examine the entities’ policies and procedures to determine compliance with applicable laws and regulations. And, finally, before leaving the field or opining on compliance, we obtain attorney confirmation letters to substantiate any contingent liabilities that may arise due to pending litigation as well as perform a search for related party transactions.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

When determining which laws and regulations will be subject to analysis, we assess both the qualitative as well as the quantitative risks of non-compliance in consideration of external parties and/or public perception. For example, while we have always obtained related party confirmations from Commission members and upper management, we have recently lowered our materiality scope to analyze all possible instances of noncompliance. Because of the current climate related to City of Pahokee Commissioners and senior management in Florida, an organization does not have incur a material instance of related party noncompliance for the City of Pahokee and the general perception can be adverse. As a part of our engagement, we will evaluate the City of Pahokee's' policies and procedures for identifying and disclosing potential related party transactions and assess the risk related to potential noncompliance non-compliance.

3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

Approach to be taken in drawing audit samples for purposes of tests of compliance

Audit Segmentation Detail	
Planning / Internal Control / Compliance	
Engagement Administration and Planning	<ul style="list-style-type: none"> ■ Communication with those charged with governance to discuss goals, audit timetable, audit work plan and particular areas of specialized concentration. ■ Make preliminary assessment of the City of Pahokee, its environment, and its internal controls.
Partner, Manager	<ul style="list-style-type: none"> ■ Update systems documentation and permanent file information. ■ Review status of prior-year audit recommendations or findings, if any, and ascertain whether they were appropriately resolved. ■ Identify all federal and state financial awards programs and evaluate scope for Federal and Single Audit Acts requirements (part of work plan, but do not anticipate any). ■ Document our understanding of all financially significant laws and regulations, and identify any new laws or regulations that require audit testing. Identify modifications or new inter-local agreements. ■ Discuss implementation of recent GASB pronouncements, and determine applicability of pending matters.
Evaluation of the Entity, its Environment, and its Internal Controls	<ul style="list-style-type: none"> ■ Obtain and document our understanding of the entity, its environment, and its internal controls, organizational structure, and operating characteristics. ■ Evaluate organization, personnel, and financial practices. ■ Document existing EDP controls, and evaluate adequacy of physical security environment, including business continuity (disaster recovery) planning.
Manager, Senior, IT Specialist	<ul style="list-style-type: none"> ■ Evaluate financial reporting systems and administrative monitoring capabilities. ■ Design preliminary tests of controls for compliance with prescribed systems. ■ Identify specific compliance requirements related to, ordinances, and Florida Statutes. ■ Perform testing of controls over areas deemed to have financial significance. These generally include testing of cash disbursements, cash receipts, journal entries, contracts, etc. ■ Review minutes of meetings and prepare an abstract of information relative to the audit of the financial statements.
Minutes, Contracts, & Resolutions Manager	<ul style="list-style-type: none"> ■ Obtain data concerning outstanding contractual commitments, if any, for financial statement disclosure adequacy. ■ Design tests of controls for compliance with applicable laws and regulations and the Rules of the Auditor General of the State of Florida. ■ Develop a compliance work program and incorporate it into the overall audit plan.
Budgets Senior and Staff	<ul style="list-style-type: none"> ■ Document budgetary process and confirm compliance with applicable local ordinances, procedures, and regulations. ■ Review authorization and impact of interim budget amendments, if any.
Substantive External Audit Testing	

Audit Segmentation Detail	
Cash, Investments, and Restricted Funds	<ul style="list-style-type: none"> ■ Ascertain that cash in the balance sheet is on hand or on deposit with third parties (trustees) in the name of the City of Pahokee. Ascertain that all cash funds of the City of Pahokee are included in the balance sheets. ■ Ascertain that depositories are legally acceptable, that adequate collateral has been pledged for the City of Pahokee’s deposits, and that separate depository accounts are maintained for each fund for which required.
Senior and Staff	<ul style="list-style-type: none"> ■ Ascertain that the cash balances reflect a proper cutoff of receipts and disbursements and are stated at the correct amount. ■ Ascertain that cash balances are properly presented in accordance with related restrictions and those disclosures are adequate. ■ Ascertain that investment balances are evidenced by securities or other appropriate legal documents, either physically on hand or held in safekeeping by others, and include all the City of Pahokee’s investments. ■ Ascertain that investments are the types authorized by law, contract, and the investment policy of the City of Pahokee. ■ Ascertain that investment values, incomes, gains, or losses are correctly stated and properly allocated to accounts. ■ Ascertain that investments are properly described and classified by fund type in the combined balance sheet and related disclosures. ■ Ascertain that only earned revenues, if any, in the fiscal year have been recorded, and amounts uncollected at year-end presented as receivables are valid. Ascertain that the City of Pahokee has satisfied the relevant legal requirements to receive all revenues recorded. ■ Ascertain that the revenues were billed or charged and recorded at the correct amount and receivables are stated at the net realizable amount. ■ Ascertain that amounts billed for services rendered are valid and have been billed to customers at authorized rates. ■ Ascertain that unbilled service revenues are appropriately reflected in the proper accounting period.
Receivables, Revenue and Cash Receipts	<ul style="list-style-type: none"> ■ Ascertain that an adequate allowance for doubtful accounts has been established and that the related amounts and disclosures are properly presented in the financial statements. ■ Ascertain that receivables are properly classified in the financial statements and that related disclosures are adequate.
Senior and Staff	<ul style="list-style-type: none"> ■ Ascertain that recorded expenses and cash disbursements are for goods and services authorized and received. ■ Ascertain that expenses incurred for goods and services and related accounts payable have all been identified, including any contingent or contractual liabilities.
Accounts Payable and Expense Cutoff	<ul style="list-style-type: none"> ■ Ascertain that expenses for goods and services are authorized in accordance with the budget and other regulations or requirements. ■ Ascertain that expenses and related disbursements and liabilities have been recorded correctly as to account, budget category, period, and amount. ■ Ascertain that expenses and related liabilities are properly classified by budget category and related disclosures are adequate.
Senior and Staff	<ul style="list-style-type: none"> ■ Ascertain that expenses and related liabilities are properly classified by budget category and related disclosures are adequate.

Audit Segmentation Detail	
<p>Payroll and Related Liabilities</p> <p>Senior and Staff</p>	<ul style="list-style-type: none"> ■ Ascertain that payroll disbursements are made only for work authorized and performed by authorized personnel. ■ Ascertain that payroll is computed using rates and other factors in accordance with contracts and relevant laws and regulations. ■ Ascertain that payroll and related liabilities are correctly recorded as to amount and period and properly distributed by account and budget category, and disclosures are adequate. ■ Ascertain the status of employee compensatory benefits for accruals and disclosure.
<p>Inventories</p> <p>Senior and Staff</p>	<ul style="list-style-type: none"> ■ Ascertain that inventories recorded represent a complete listing of materials and supplies held by the City of Pahokee., and that such assets are physically on hand. ■ Ascertain that inventory listings are accurately valued and the totals are properly recorded in the accounts. ■ Ascertain that inventory is properly classified and disclosure is made of the equity reserve, if appropriate.
<p>Property, Plant, Equipment, and Capital Expenditures</p> <p>Senior and Staff</p>	<ul style="list-style-type: none"> ■ Ascertain that property and equipment represent a complete and valid listing of the capitalizable cost of assets purchased, constructed, or leased, and are physically on hand. ■ Ascertain that capital expenditures represent a complete and valid listing of the capitalizable cost of the property and equipment acquired during the period, and capitalizable costs are excluded from repairs and maintenance and similar expenditure accounts. ■ Ascertain that capitalized costs and related depreciation associated with all sold, abandoned, damaged, or obsolete fixed assets have been removed from the accounts. ■ Ascertain that depreciation charges on all depreciable assets have been computed on an acceptable and consistent basis and that the related allowance accounts are reasonable. ■ Ascertain that capital expenditures and fixed assets are properly classified and related disclosures are adequate.
<p>Long-Term Debt and Debt Service Expenditures</p> <p>Manager, Senior</p>	<ul style="list-style-type: none"> ■ Ascertain that debt is authorized and properly recorded. ■ Ascertain that all indebtedness of the City of Pahokee is identified, recorded, and disclosed. ■ Ascertain that the City of Pahokee has complied with provisions of indentures and agreements related to debt, including provisions on use of proceeds. ■ Ascertain that debt service expenditures (principal and interest payable) are properly recorded, classified, and disclosed. ■ Ascertain that debt and related restrictions, guarantees, and commitments are properly presented and related disclosures are adequate. ■ Review arbitrage calculations if applicable for reasonableness.
<p>Risk Management and Internal Service Funds</p> <p>Manager, Senior</p>	<ul style="list-style-type: none"> ■ Document and evaluate controls over self-insurance programs, if any, including evaluation of the work of any specialists. ■ Ascertain that claims paid during the year are recorded correctly as to account, amount, and period and are disbursed in accordance with the City of Pahokee’s policies and procedures for claims settlement. ■ Review the estimated liability for insurance claims at year-end and the related cost allocations.

Audit Segmentation Detail	
	<ul style="list-style-type: none"> ■ Ascertain that insurance transactions are properly classified and described in the combined financial statements and related disclosures are adequate. Review GASB Statement No. 10 disclosures related to risk management.
Net Assets	<ul style="list-style-type: none"> ■ Ascertain that all reservations of net assets are recorded and properly authorized.
Senior and Staff	<ul style="list-style-type: none"> ■ Ascertain that components of net assets are determined in accordance with applicable regulations and requirements. ■ Ascertain that components of net assets and changes in net assets are properly computed and are described, classified, and disclosed appropriately.
Revenues	<ul style="list-style-type: none"> ■ Perform analytical procedures related to charges for services.
Senior and Staff	<ul style="list-style-type: none"> ■ Compare revenue data for current period and historically to demographics. ■ Develop other customized procedures once planning and risk assessments are performed.
Expenses	<ul style="list-style-type: none"> ■ Perform analytical procedures related to expenses.
Senior and Staff	<ul style="list-style-type: none"> ■ Through testing and observation, determine that expenses are appropriate and properly classified. ■ Determine that expenses are properly classified for budgetary purposes.
Grant Compliance External Audit	
Grant Programs	<ul style="list-style-type: none"> ■ Evaluate and test controls over compliance requirements. ■ Ascertain status and resolution of prior-year findings and questioned costs. ■ Test grant revenue through confirmation with grantor agency and ascertain appropriateness of classification.
Manager, Senior and Staff	<ul style="list-style-type: none"> ■ Ascertain that grant revenues and expenditures charged to grant programs are valid and complete and, if applicable, indirect costs are properly allocated. ■ Ascertain that grants are administered and grant revenues and expenditures are recorded in accordance with grant provisions and related laws and regulations. ■ Ascertain that grant-related amounts are properly presented and related disclosures concerning restrictions and compliance are adequate.
Wrap-up and Reporting	
General	<ul style="list-style-type: none"> ■ Coordinate review of the Management's for inclusion in the report of findings with the City of Pahokee/ Financial Services Department ■ Complete the Entity Wide controls checklists.
Partner, Manager, Senior	<ul style="list-style-type: none"> ■ Review status of prior-year audit recommendations and ascertain whether they were appropriately resolved. ■ Provide current-year audit findings and recommendations for improvement related to the internal control, accounting, accounting systems, and compliance with policies and procedures. ■ Prepare preliminary drafts of internal audit reports and meet with management to review drafts prior to issuance. ■ Schedule and attend final meeting with management to finalize all finding / reporting matters. ■ Present Report of Findings to management/City of Pahokee

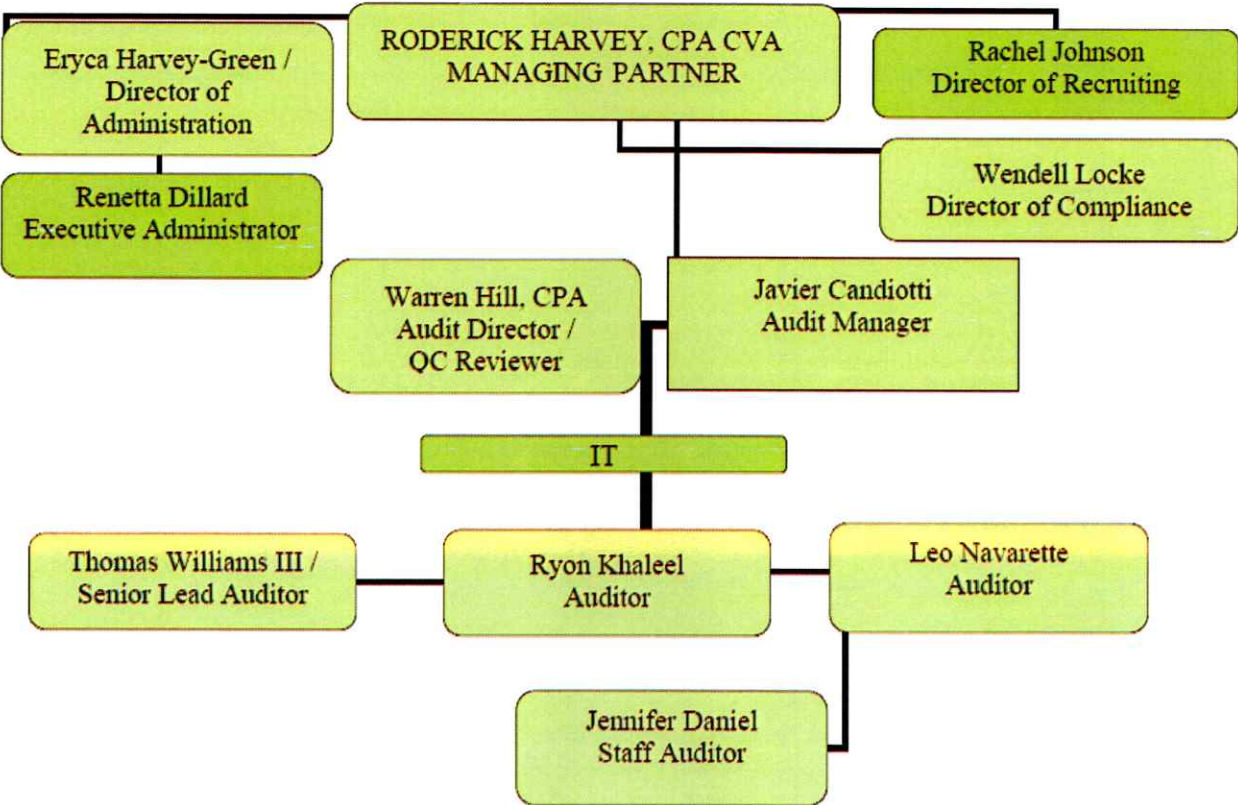
3.2 PROJECT APPROACH UNDERSTANDING AND INFORMATION (cont'd)

At the conclusion of each audit, upon issuance of the draft report, management of the audited unit is responsible for developing and implementing an action plan that will remediate any risks associated with the observations noted during the audit. This written action plan is known as the management response. This written action plan is known as the management response.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION

3.3.1 An Organizational Chart identifying the structure of firm and the primary responsibilities of the operational staff.

HCT Certified Public Accountants and Consultants, LLC
ORGANIZATIONAL CHART



3.3 KEY PERSONNEL AND OPERATIONS INFORMATION (cont'd)

3.3.2 A list of key personnel and a complete resume detailing their experience, education, expertise, qualifications and training experience.

Name & Title	Area of Responsibility	Years Governmental/NPO	Years of Audit Experience
Roderick Harvey, CPA, CVA Licensed CPA in Florida	Managing Partner	25 Years	25 Years
Warren Hill, CPA Licensed CPA in Florida	Audit Director	20 Years	20 Years
Javier Candiotti	Audit Manager	30 Years	30 Years
Thomas Williams III	Senior Lead Auditor	20 Years	20 Years
Ryon Khaleel	Senior Auditor	9 Years	9 Years
Leo Navarette	Senior Auditor	16 Years	16 Years
Jennifer Daniel	Staff Auditor	3 Years	3 Years

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION (cont'd)

Roderick Harvey, CPA, CVA will be the Primary Engagement Partner responsible for coordinating all segments of the engagement. He will serve as the primary point of contact and responsible for all audit deliverables. The auditor assigned to be in-charge for the project will be available on site 95-99% of the time!

Roderick Harvey, CPA, CVA
Managing Partner

Experience
24 years at HCT Certified Public Accountants & Consultants, LLC
KPMG
Peat Marwick

Education
Masters, Accounting, University of Texas
B.A. Accounting, Florida State University
A.A. Business Administration, Broward College

PROFESSIONAL ORGANIZATIONS
American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
National Association of Certification of Valuation Analysts
Government Finance Officers Association

Experience

Roderick Harvey has over 25 years' experience in public accounting, governments, and nonprofit organizations primarily in the areas of management consulting, auditing and attestation services. Roderick is the managing partner of HCT Certified Public Accountants and Consultants, LLC. He has attended numerous seminars and courses related to accounting, auditing, management, financial reporting and taxation. These courses include accounting and reporting for not-for-profit organization, governmental agencies and the federal and Florida Single Audit Act. Roderick has worked with multiple municipalities and government agencies in planning for and implementing GASB-67, GASB-68 Accounting and Financial Reporting for Pensions.

Roderick is experienced with over 170 municipalities, authorities and districts.

- ✓ Roderick Harvey conforms to Yellow Book CPE requirements.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION (cont'd)

Roderick Harvey CPA, CVA (Continued)

Project Duties - Roderick Harvey is expected to perform the following duties during the financial professional CPA services:

- Partner-in-charge
- File Review
- Management Approval

Current Title and Description of Duties

Roderick Harvey's current position title is **Managing Partner**. His duties for the firm include:

- Leading and planning engagements at a high level, including engagements performed under GAAS, Government Auditing Standards (Yellow Book), and OMB A-133 Single Audit requirements.

Consult with nonprofit, governmental, and business entities regarding regulatory compliance, tax compliance, internal controls, accounting systems, financial reporting, and best practices.

- Providing timely, high quality client service that meets or exceeds client expectations.
- Ability to work within budgetary and time constraints while providing a high-level of client satisfaction.
- Providing appropriate and timely performance feedback to those supervised.
- Attracting, developing, and retaining top talent.
- Ensuring that all deliverables and related reports and findings are prepared with an eye on quality, thoroughness, and accuracy.
- Keeping lines of communication open with staff and clients.
- Keeping abreast of latest developments as they affect GAAP and the Firm's standards and policies.
- Ensuring professional development through ongoing education and obtaining additional certifications as appropriate.
- Anticipating and addressing client concerns.
- Increasing level and types of services to clients.
- Promoting new ideas and business solutions that result in extended services to existing clients.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION (cont'd)

Warren Hill CPA
Audit Director

Experience
HCT Certified Public Accountants & Consultants, LLC
KPMG
Trice Center
Beckers CPA

Education
Undergraduate--BA Accounting-Florida Atlantic University,
AS Miami Dade College. Graduate Course Work--Florida
Atlantic University, Florida International University,
University of Miami. Various continuing education training

Professional Affiliations:
CPA - Certified Public Accountant
AICPA/FICPA CPA Firm Peer Reviewer

Experience

Warren Hill is a certified public accountant, registered in the state of Florida. Prior to opening private practice, Warren worked at the prestigious firm of KPMG, LLP. He also held Executive and Management positions such as *Director of Finance, Controller* and *Chief Financial Officer* at various commercial and non-profit companies. Over 25 years accounting experience.

Software proficiencies:

Microsoft Office (Excel, Word, Outlook, PowerPoint), ProSystem Fx Engagement, Creative Solutions (CS Accounting and Engagement), QuickBooks (Pro, Premier, and Enterprise), Sage/Peachtree (various versions), SAP Software, Idea Data Analysis Software, Adobe Acrobat , Thomson Reuters PPC Practice Aids, Checkpoint Tools and PPC Smart Aids, Various proprietary full cycle ERP and accounting programs.

Client Focus

Services:

- Financial Statement
- Internal Audits
- Compliance Review
- Financial/Performance Audits

Industries:

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

Warren Hill conforms to Yellow Book CPE requirements.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION (cont'd)

Javier Candiotti
Audit Manager

Experience
HCT Certified Public Accountants & Consultants, LLC
Ernst & Young
USAA Bank
KPMG
Deloitte

Education
Forensic Accounting and Fraud Examination Diploma
U.S. Certified Fraud Examiner (CFE)

Professional Affiliation
U.S. Association of Certified Fraud Examiner (ACFE)

Experience

Mr. Candiotti is a highly accomplished and well-rounded Senior Audit Executive with extensive experience in Internal Audit, Financial Audit and Assurance; Governance, Risk & Compliance (GRC) including Bank Regulatory Risk Compliance frameworks. Transformed Internal Control Systems and GRC’s frameworks through effective risks assessments. Experienced leading global diverse and multidisciplinary teams. Proposed strategic value-added solutions to the Board, Audit Committees and Senior Leadership while building trust and confidence.

Software proficiencies: MS Office Professional, QuickBooks, Lacrete Tax, Caseware Working Papers and Creative Solutions Accounting

Professional Affiliations

Member - FICPA - Section membership of State and local governments

Client Focus

Services:

- Financial Statement
- Internal Audits
- Compliance Review
- Financial/Performance Audits

Industries:

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

Javier Candiotti conforms to Yellow Book CPE requirements.

√

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION (cont'd)

Thomas H. Williams III
Lead Senior Auditor

Experience
HCT Certified Public Accountants & Consultants, LLC
BCA Watson Rice LLP

Education
B.A. Business Management-Accounting,
Morehouse College

Professional Affiliation
Florida Institute of Certified Public Accountants

Experience

Mr. Williams has more than 15 years of professional and accounting experience and has been with the firm since 2015. He has performed governmental professional audits for many years and is familiar with Uniform Guidance as well as the Florida compliance and management. Thomas has extensive experience in with the adoption of new GASB Standards and the most recent Standards. He has advanced excel analysis skills and is able to utilize these skills during the professional CPA engagement to facilitate detailed testing of transactions. He is a proven and highly capable lead professional CPA or with excellent interpersonal skills and a hands-on approach which ensures that the HCT professional CPA team will work efficiently and seamlessly with the engagement’s finance department.

Software proficiencies: MS Office Professional, QuickBooks, Lacrete Tax, Caseware Working Papers and Creative Solutions Accounting

Professional Affiliations

Member - FICPA - Section membership of State and local governments

Client Focus

Services:

- Financial Statement
- Internal Audits
- Compliance Review
- Financial/Performance Audits

Industries:

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

Thomas Williams III conforms to Yellow Book CPE requirements.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION (cont'd)

Ryon Khaleel
Senior Auditor

Experience
HCT Certified Public Accountantss & Consultants, LLC
Ernst & Young LLP
Napoli Shkolnik PLLC
Liberty Tax

Education
Stony Brook University – Stony Brook, NY
Bachelor of Science Degree in Accounting, May 2013

Professional Affiliation
Florida Institute of Certified Public Accountants

Experience

Mr. Khaleel has more than 9 years of professional and accounting experience and has been with the firm since January 2022. He has performed professional audits for over 3 years and is familiar with Uniform Guidance as well as the Florida compliance and management. He has advanced excel analysis skills and is able to utilize these skills during the professional engagements to facilitate detailed testing of transactions. He is shown to have excellent interpersonal skills and a hands-on approach with many years of experience performing analysis and documentation of business, financial technical processes.

Software proficiencies: MS Office Professional, QuickBooks, Net Suites, JD Edwards, Vertex, Caseware Working Papers and Creative Solutions Accounting

Client Focus

Services:

- Financial Statement
- Internal Audits
- Compliance Review
- Financial/Performance Audits

Industries:

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

Ryon Khaleel conforms to Yellow Book CPE requirements.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION (cont'd)

Leo Navarette
Senior Auditor

Experience
HCT Certified Public Accountants & Consultants, LLC
Broward Art Guild
Realogy Franchise Group
Systemex Inc.
Emerson Electric

Education
Florida International University

Experience

Leo Navarette is a United States Air Force Veteran with 10 years of experience in conducting both SOX internal controls and operational audits at multi-national business organizations. A team player with a strong focus on details. Fluent in Portuguese, Spanish and conversational French.

Software proficiencies:

Microsoft Office (Excel, Word, Outlook, PowerPoint), ProSystem Fx Engagement, Creative Solutions (CS Accounting and Engagement), QuickBooks (Pro, Premier, and Enterprise), Sage/Peachtree (various versions), SAP Software, Idea Data Analysis Software, Adobe Acrobat , Thomson Reuters PPC Practice Aids, Checkpoint Tools and PPC Smart Aids, Various proprietary full cycle ERP and accounting programs.

Client Focus

Services:

- Financial Statement
- Internal Audits
- Compliance Review
- Financial/Performance Audits

Industries:

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

Leo Navarette conforms to Yellow Book CPE requirements.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION (cont'd)

Jennifer Daniel
Staff Auditor

Experience
HCT Certified Public Accountants & Consultants, LLC
Price Waterhouse Cooper

Education
Bachelor's Degree in Accounting

Experience

Ms. Daniel has 14 years of experience as an Accountant, Jennifer has consistently provided exceptional customer service and financial management solutions to individuals and organizations across various industries. With a Bachelor's degree in Accounting and soon will be completing her MBA with a concentration in Finance, she is well equipped with the knowledge to offer comprehensive counseling and guidance to clients with complex tax and financial planning needs.

Software proficiencies:

MS Office Professional, QuickBooks, Adobe Suite, Google Suite, Oracle, SAP, Aura, Gusto, Caseware Working Papers and Creative Solutions Accounting

Client Focus

Services:

- Financial Statement
- Internal Audits
- Compliance Review
- Financial/Performance Audits

Industries:

- Not-For-Profit
- Public Sector
- Financial Services
- Private Sector

Jennifer Daniel conforms to Yellow Book CPE requirements.

3.3.3 A designated contact person for coordination and communication between the City and Consultant. Please include that individual's title, telephone number, fax number, cell phone number and E-Mail.

A designated contact person for coordination and communication between the City and Consultant. Please include that individual's title, telephone number, fax number, cell phone number and E-Mail.

Roderick Harvey, CPA, CVA will be the Primary Engagement Partner responsible for coordinating all segments of the engagement. He will serve as the primary point of contact and responsible for all audit deliverables. The auditor assigned to be in-charge for the project will be available on site 95-99% of the time! He can be contact by e-mail rharvey@hct-cpa.com.

The proposed engagement team is well qualified to provide quality, timely, and personalized services to you. The following provides a snapshot of the key personnel who will be involved on The City of Pahokee' audit and over the term of the agreement. HCT provides this affirmative statement that the Managing Partner is properly licensed to practice in Florida. The Managing Partner Roderick Harvey CPA, CVA does hold an active licensed in the State of Florida # AC0030015.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

HARVEY, RODERICK A
 19030 N W 54TH AVENUE
 MIAMI FL 33055

LICENSE NUMBER: AC0030015

EXPIRATION DATE: DECEMBER 31, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/12/2023

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

3.4 PRICE PROPOSAL INFORMATION

This section of the proposal shall include all goods and services to be provided by the vendor to complete the project as stated in this RFP, the statement of work and the applicable drawings. The minimum requirements stated in the statement of work shall be included and re-stated in this section of the proposal. A total price for all goods and services shall be provided in this section. Vendor shall submit a flat fee proposal for the initial year of the contract. Fees for the option years shall be at the same terms and conditions of the original year.

HCT Certified Public Accountants and Consultants, LLC
Price and Fee Structure

Maximum Number of Professional Hours by Staff Classification / Audit Cost Calculations

<u>Level of Professional</u>	<u>Hourly Rate</u>	<u>Qualifications</u>	<u>Responsibilities</u>	<u>Estimated Maximum No. of Hours</u>	<u>Percentage of Involvement</u>
Managing Partner	\$ 225	CPA, CVA	PL/RPT	12	6%
Audit Director Quality Review/ Technical Manager	215	CPA, CFE, CA	PL/RPT	24	11%
Audit Manager	195	CPA, CFE	PL/RPT	8	4%
Senior Auditor	175		PL/FWRPT	40	19%
Administrative	135	CPA	FW	120	57%
	40		RPT	8	4%
				212	100%

Total Hours for Audit - Rounded: 210 *

Proposed Audit Fee FYE #1 \$ 32,940

* HCT agrees to perform additional services at a same rates as noted above in accordance with the RFP.

Proposed Not to Exceed Annual Fees for Financial Statement Audit

<u>Fiscal Year Ended,</u>	<u>Proposed Cost**</u>	<u>Not to Exceed Fixed Annual Fee per Year</u>
Fiscal Year #1	32,940	\$ <u>32,940</u>
Single audit - Federal / State	9,500	*** only if threshold amount is achieved
		\$ -
	TOTAL PROFESSIONAL FEE	\$ <u>32,940</u>

Cost Proposal Comments / Considerations

- 1 HCT expects minimal out-of-cost expenses separate from the proposed fees for professional services. All Auditors are local, therefore HCT will incur no travel-related costs. Direct engagement-related expenses will include only CAFR printing/publication and delivery costs, which are considered de minimis.
- 2 Anticipated and not to exceed expenses to be billed to the City are equal to zero dollars (\$ - 0 -).
- 3 Monthly progress billings are acceptable anticipated terms of payment for the Firm. Invoices shall show total professional hours for the engagement, with rates and extensions. As stated, HCT will not incur travel expenses.

Submitted by:

Roderick A. Harvey, CPA, CVA
Managing Partner

August 05, 2024

3.5 VENDOR’S CERTIFICATION

We acknowledge, agree and certify to all sub sections as listed in 3.5 vendor’s certification on page 11 and 12 of the RFP document.

3.6 BUSINESS INFORMATION

Each proposer shall complete a Business Information page on the type of entity i.e., Corporation, Partnership (General/Limited), Joint Venture and Sole Proprietorship and supporting documentation.

HCT is a Florida Limited Liability Corporation. We completed the required forms.

3.7 AMENDMENTS TO THE RFP

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

HCT reviewed the City website for amendments. We noted none. We have completed the required forms.

3.8 ADDITIONAL INFORMATION

Thank you for the opportunity to present our firm HCT Certified Public Accountants and Consultants, LLC (“HCT”) to the City of Pahokee.

REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

- ✓ 7.1 Acknowledgement of Addenda
- ✓ 7.2 Drug Free Workplace Program
- ✓ 7.3 Solicitation, Giving, and Acceptance of Gifts Policy
- ✓ 7.4 Indemnification Clause
- ✓ 7.5 Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- ✓ 7.6 Anti-Kickback Affidavit
- ✓ 7.7 Proposer Questionnaire


ORIGINAL

7.1 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

XX _____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

Firm's Name: HCT Certified Public Accountants and Consultants LLC

Authorized Signature: [Signature] Date: 8/5/2024

Printed Name: Roderick Harvey CPA, CVA

Title: Authorized Representative



ORIGINAL


7.2 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Firm’s Name: HCT Certified Public Accountants and Consultants LLC

Authorizes Signature:  Date: 8/5/2024

Printed Name: Roderick Harvey CPA, CVA



ORIGINAL

7.3 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

City of Pahokee prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services, Forgiveness of indebtedness,
- Transportation, lodging, or parking, Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities, Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Firm's Name: HCT Certified Public Accountants and Consultants LLC

Signature:  Date: 8/5/2024

Printed Name: Roderick Harvey CPA, CVA



ORIGINAL

Failure to sign this page may render your bid non-responsive.

7.4 INDEMNIFICATION CLAUSE

The Consultant shall indemnify, defend and hold harmless the City Commission, City of Pahokee and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the Consultant's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Consultant or negligent act or omission of the Consultant, any Sub consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Firm's Name: HCT Certified Public Accountants and Consultants LLC

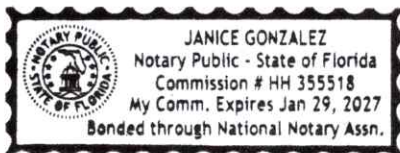
Signature: *[Handwritten Signature]* Date: 8/5/2024

STATE OF FLORIDA COUNTY OF PALM BEACH

SWORN TO AND SUBSCRIBED before me, the under signed authority,

Janice Gonzalez who, after first being sworn by me, affixed his/her
[name of individual signing]

signature in the space provided above on this 1 day of August, 2024



Janice Gonzalez
NOTARY PUBLIC

[Red Stamp]
ORIGINAL

7.5 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ONPUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the City of Pahokee, Florida,

By: Roderick Harvey CPA, CVA
(print individual's name and title)

For: HCT Certified Public Accountants and Consultants LLC
(print name of entity submitting sworn statement)

whose business address is: 3816 Hollywood Boulevard Suite 203, Hollywood, Florida 33021

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0984330
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement -----).

- 2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
- 3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
- 4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers’ directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in

Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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



ORIGINAL

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

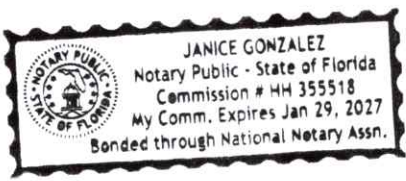
Signature

Sworn to and subscribed before me this 1 day August, 2024

Personally known ✓ OR Produced the following
identification _____

Notary Public – State of Florida

Janice Gonzalez
NOTARY PUBLIC



Janice Gonzalez
(Printed Name)

My commission expires: 1/29/2027


ORIGINAL

City of Pahokee Response Form

QUESTIONNAIRE

The completed Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Firm being deemed non-responsive.

If a response requires additional information, the firm should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Firm's business and operations.

1. Legal Business Name: HCT Certified Public Accountants and Consultants LLC

2. Doing Business as / Fictitious Name: (if applicable):

3. Federal Employer I.D. No.(FEIN): 65-0984330

4. Website address: (if applicable): www.hct-cpa.com

5. Principal place of business address: 3816 Hollywood Blvd Suite 203, Hollywood Florida 33021

6. Office location responsible for this project: Hollywood office

Telephone No.: 954-966-4435

7. Type of business (check appropriate box):

Corporation (specify the State of Incorporation):

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County filled in)

Other - Specify:



8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: Roderick Harvey

Title: Authorized Representative

E-mail: rharvey@hct-cpa.com

Telephone No. 954-966-4435

Name: Renetta Dillard / Eryca Harvey Green

Title: Executive Admin

E-mail: hctadmin@hct-cpa.com

Telephone No. 954-966-4435

9. List name and title of each principal, owner, officer, and major shareholder:

a) Roderick Harvey CPA, CVA

b) Rachel Johnson - Director

c) Warren Hill CPA - Director



ORIGINAL

10. Affiliated Entities of the Principal(s):

List the names and addresses of "affiliated entities" of the Firm's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Consultant with the City. Affiliated entities of the principal(s) are those entities related to the Firm by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) None

b) _____

c) _____

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

Yes, No

12. How many years has your firm been in business while providing the services offered within this solicitation? years. HCT CPAs has been in business for 25 years

13. Is your firm's business regularly engaged in and routinely providing the services offered within this solicitation?

Yes, No

14. Has your firm ever failed to complete any services during the last three (3) years? *If yes, specify details in an attached written response.*

Yes, No

15. Are your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*

Yes, No Roderick Harvey serves as an officer, shareholder and member

to other companies/organizations.

16. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*

Yes, No

17. Non-Collusion Certification: Firm shall disclose, to their best knowledge, any City of Pahokee officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Firm's business, who is in a position to influence this procurement. Any City of Pahokee officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Firm to disclose any relationship described herein shall be reason for debarment (*check one*).

Firm certifies that this offer is made independently and free from collusion;
or

Firm is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Firm must include a list of name(s), and relationship(s) with its submittal.*

18. Participation in Solicitation Development (*check one*):

I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of City of Pahokee.

I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of City of Pahokee.

If this box is checked, provide the following: _____

Name of Person the information was provided: _____

Title: _____

Date Information provided: _____

For what purpose was the information provided? _____



OFFICIAL



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, Interim City Manager

FROM: Office of the City Manager

SUBJECT: Nineteenth Addendum to the Law Enforcement Service Agreement

DATE: July 11, 2024 (Revised September 18, 2024)

GENERAL SUMMARY/BACKGROUND:

On February 12, 2006, the City of Pahokee and Rick L. Bradshaw, Sheriff of Palm Beach County, Florida entered into an agreement for the provision of law enforcement services to the City. The proposed Nineteenth Addendum amends the total amount due for services for the period beginning October 1, 2024 and ending on September 30, 2025. The contract term shall be extended through September 30, 2028, unless the agreement is otherwise extended or terminated.

BUDGET IMPACT:

Per the proposed agreement, the total cost of personnel and equipment shall be increased to \$611,939.00. Monthly payments shall be \$50,994.92, with the last payment being \$50,994.88. Additional law enforcement services shall be compensated at a rate of \$116.00 per hour and will be billed to the City on a monthly basis.

The difference in the total cost of services from FY 2024 and FY 2025, is a two percent (2%) increase of \$11,999.00.

LEGAL NOTE:

Defer to City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

Resolution 2024-43

RESOLUTION 2024 - 43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE NINETEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND RICK L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida (the "City") and Rick L. Bradshaw, Sheriff of Palm Beach County, Florida (the "Sheriff") executed a Law Enforcement Service Agreement effective February 12, 2006; and

WHEREAS, the City and Sheriff executed the First Addendum effective June 16, 2006; the Second Addendum effective October 01, 2007; a Third Addendum effective October 01, 2008; a Fourth Addendum effective October 01, 2009; a Fifth Addendum effective October 01, 2010; a Sixth Addendum effective October 01, 2011; a Seventh Addendum effective October 01, 2012; an Eighth Addendum effective October 01, 2013; a Ninth Addendum effective October 01, 2014; a Tenth Addendum effective October 1, 2015; an Eleventh Addendum effective October 01, 2016; a Twelfth Addendum effective October 01, 2017; a Thirteenth Addendum effective October 01, 2018; a Fourteenth Addendum effective October 01, 2019; a Fifteenth Addendum effective October 01, 2020; a Sixteenth Addendum effective October 01, 2021; a Seventeenth Addendum effective October 01, 2022; and an Eighteenth Addendum effective October 01, 2023, (the "Agreement"); by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the City and Sheriff now desire to enter into a Nineteenth Amendment to the Agreement to increase the monthly costs from \$49,995.00 to \$50,994.92, for the provision of law enforcement services; and

WHEREAS, the total cost of personnel and equipment shall be \$611,939.00 and monthly payments shall be \$50,994.92, with the last monthly payment being \$50,994.88; and

WHEREAS, additional law enforcement services shall be compensated at a rate of \$116.00 per hour, to be billed to the City on a monthly basis; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") deems that entering into the Nineteenth Addendum is in the best interest of the City of Pahokee and its residents.

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

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

Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby approves the Agreement and authorizes the Mayor to enter into the Nineteenth Addendum to the Law Enforcement Service Agreement between the City of Pahokee and Rick L. Bradshaw, Sheriff of Palm Beach County, Florida, 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 24th day of September 2024

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, CMC, Interim City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

Vote:

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

EXHIBIT "A"
**NINETEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE
AGREEMENT**

NINETEENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND THE CITY OF PAHOKEE

This Nineteenth Addendum to the Law Enforcement Service Agreement is made by and between The City of Pahokee (hereinafter referred to as “City”), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The City and the Sheriff shall hereinafter be referred to as the “Parties.”

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective February 12, 2006, a First Addendum effective June 16, 2006, Second Addendum effective October 01, 2007, a Third Addendum effective October 01, 2008, a Fourth Addendum effective October 01, 2009, a Fifth Addendum effective October 01, 2010, a Sixth Addendum effective October 01, 2011, a Seventh Addendum effective October 01, 2012, an Eighth Addendum effective October 01, 2013, a Ninth Addendum effective October 01, 2014, a Tenth Addendum effective October 01, 2015, and an Eleventh Addendum effective October 01, 2016, a Twelfth Addendum effective October 01, 2017, a Thirteenth Addendum effective October 01, 2018, a Fourteenth Addendum effective October 01, 2019, a Fifteenth Addendum effective October 01, 2020, a Sixteenth Addendum effective October 01, 2021, a Seventeenth Addendum effective October 01, 2022, and an Eighteenth Addendum effective October 01, 2023, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to extend the contract term and set forth the consideration for the fourth year of the extended contract term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 12, Section 12.2 of the Law Enforcement Service Agreement, this Agreement shall be renewed and the contract term shall be extended through September 30, 2028, unless the Agreement is otherwise extended or terminated.
2. Article 6 Section 6.1 of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2024 through September 30, 2025, as follows: The total cost of personnel and equipment shall be \$611,939.00. Monthly payments shall be \$50,994.92. The last monthly payment shall be \$50,994.88.
3. Article 6, Section 6.5, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows: Additional law enforcement services shall be compensated at a rate of \$116.00 per hour and will be billed by the SHERIFF to the CITY on a monthly basis. This rate is subject to annual review and change upon agreement between the CITY and SHERIFF.
4. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to the Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

CITY OF PAHOKEE

BY: _____
Ric L. Bradshaw, Sheriff

BY: _____

Title: Sheriff

Print Name: Keith W. Babb, Jr.

Title: Mayor

Witness: _____
Eric Coleman, Major

Attest: _____
Nylene Clarke, City Clerk

DATE: _____

DATE: _____