

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting

Tuesday, September 26, 2023, 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
Juan Gonzalez, Commissioner
Sara Perez, Commissioner

CITY STAFF:

Rodney D. Lucas, City Manager
Tijauna Warner, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Joseph R. Martin, Interim Director of Finance

[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. PUBLIC COMMENTS / PUBLIC SERVICE ANNOUNCEMENTS / PRESENTATIONS / PROCLAMATIONS**

(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 State College Proclamation - Dr. LaTanya L. McNeal, Executive Dean for the PBSC Belle Glade Campus
- 2. Proclamation - Honoring Mrs. Elea A'Giza-Dean
- 3. August Business of Month - Carmen's Coffee
- 4. September Business of the Month - Toros Tacos, Gloria Rodriguez

- F. CONSENT AGENDA**

- 1. September 12, 2023 City Commission Meeting Minutes

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

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- A. RESOLUTION 2022 - 55 (second reading) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A FINAL MILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, 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.

- B. RESOLUTION 2023 - 56 (second reading) 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 \$9,036,654, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

- I. RESOLUTION(S)**

- A. RESOLUTION 2023 - 57 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE OBSERVED HOLIDAYS FOR FISCAL YEAR 2023/2024 AS SET FORTH ON EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

B. RESOLUTION 2023 - 58 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE RENEWAL AND ACCEPTANCE OF THE EMPLOYEE BENEFITS PACKAGE, ATTACHED HERETO AS COMPOSITE EXHIBIT “A”, FROM FLORIDA BLUE BLUECARE FOR HEALTH; HUMANA FOR LIFE INSURANCE, HUMANA DENTAL AND HUMANA VISION; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

C. RESOLUTION 2023 - 59 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING PREFERRED GOVERNMENTAL INSURANCE TRUST AS THE CITY’S GENERAL LAIBILITY, PROPERTY COVERAGE AUTO LIABILITY AND WORKERS COMPENSATION CARRIER PURSUANT TO THE TERMS ATTACHED HERE TO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

D. RESOLUTION 2023 - 60 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING THREE NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANTS (NEAT) IN THE TOTAL AMOUNT OF THIRTY THOUSAND (\$30,000,00) FOR MLK AND TRASH RECEPTACLES AND BENCHES AS PART OF THE NEIGHBORHOOD BEAUTIFICATION IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

1. November 14, 2023 City Commission Meeting Cancellation due to the NLC 2023 City Summit
2. December 26, 2023 City Commission Meeting Cancellation

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

P. 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 City Clerk Tijauna Warner at Pahokee City Hall, 207 Begonia Dr. Pahokee, FL 33476 Phone: (561) 924-5534. If hearing impaired, telephone the Florida Relay Service Number, 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26).

Proclamation

Honoring the 90th Anniversary of Palm Beach State College

WHEREAS, Palm Beach State College was founded in 1933 as Florida's first public two-year college and has continuously served the educational needs of Palm Beach County residents for 90 years, first as a junior college, then as a community college, and today as a state college; and

WHEREAS, Palm Beach State College, since opening its doors on November 14, 1933, as Palm Beach Junior College, has grown from 41 local students in three classrooms to 40,000 students from 151 countries and territories, studying on five campuses located in Boca Raton, Belle Glade, Lake Worth, Loxahatchee Groves, and Palm Beach Gardens, and online; and

WHEREAS, Palm Beach State College, established during the Great Depression when there was no institute of higher learning in Palm Beach County, is now an economic engine, pumping \$1.1 billion into the county's economy each year; and

WHEREAS, Palm Beach Junior College merged with Roosevelt Junior College, in 1965, which was established in 1958 to serve African American students; and

WHEREAS, Palm Beach State College has been integral to the remarkable growth and prosperity of Palm Beach County. Our graduates—community and business leaders for generations—have impacted every industry and continue to do so today; and

WHEREAS, Palm Beach State College, one of the top producers of associate degree graduates in the United States, also offers baccalaureate degrees, professional certificates, career training, and corporate and continuing education; and

WHEREAS, with more than 130 programs of study, Palm Beach State College is the county's leading educator of skilled professionals. Career programs span fields such as health care, computer science, business, biotechnology, creative arts, childcare, human services, teacher education, environmental science, landscape management, a wide variety of skilled trades, engineering, electrical power, and public safety; and

WHEREAS, Palm Beach State College's mission of providing accessible, student-centered teaching and learning experiences in academic, technical and lifelong learning to transform lives and strengthen our community is crucial to the vitality of the City of Pahokee; and

WHEREAS, City of Pahokee, Florida, commemorates the 90th Anniversary of Palm Beach State College with appreciation for its vital role as a provider of excellence in education and career training, and as a driver of economic mobility in partnership with our community, Palm Beach County and State of Florida.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, and on behalf of the City Commission, do hereby honor the 90th Anniversary of Palm Beach State College.

Done this 26th day of September, 2023

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara Murvin

Vice Mayor Clara Murvin

Juan Gonzalez

Commissioner Juan Gonzalez

Derrick Boldin

Commissioner Derrick Boldin

Sara Perez

Commissioner Sara Perez

Proclamation

Honoring Mrs. Elea A'Giza-Dean

WHEREAS, Elea A'Giza-Dean grew up in Los Angeles (Watts), California, where the value of community was fostered in her at an early age, mainly due to her involvement in sports; and

WHEREAS, she received a full athletic scholarship in women's basketball, at San Jose State University. After graduating in 2002, Mrs. A'Giza-Dean began her life journey with her family; and

WHEREAS, in 2004, she was afforded an opportunity to work for the Los Angeles County Probation Department, as a Detention Services Officer. In this role, she worked with at-risk youth from diverse backgrounds; and

WHEREAS, in 2007, Mrs. A'Giza-Dean and her family moved to Pahokee, Florida, in search of a more stable and safer environment to raise her sons. This move eventually led to employment with the Florida Department of Corrections, in Belle Glade, Florida, where she served six (6) years and had an epiphany that there was a different purpose for her life; and

WHEREAS, remembering her core values, Mrs. A'Giza-Dean sought and obtained employment with the City of Pahokee, as Assistant Director of Parks and Recreation, in 2013. In this capacity, she spearheaded the return of Pahokee's Youth Track Team, after being dormant for over seven (7) years, as well as implemented and lead a community fitness club; and

WHEREAS, Mrs. A'Giza-Dean also served as Senior Code Enforcement Officer and Program Director, respectively, before ending employment with the City of Pahokee, in June 2023; and

WHEREAS, she has impacted many lives in the Glades community, in the forms of friendships, coaching, mentoring, supervising, and volunteering, and she holds every encounter dear to her heart.

NOW, THEREFORE, I, Keith W. Babb, Jr., Mayor of the City of Pahokee, Florida, on behalf of the City Commission, hereby honor Mrs. Elea A'Giza-Dean for 10 years of service with the City of Pahokee, and encourage the residents to show their appreciation.

In official recognition whereof, I hereunto set my hand and caused the seal of Pahokee to be affixed this 26th day of September 2023.



Keith W. Babb, Jr.
Mayor Keith W. Babb, Jr.

Clara Murvin
Vice Mayor Clara Murvin

Juan Gonzalez
Commissioner Juan Gonzalez

Derrick Boldin
Commissioner Derrick Boldin

Sara Perez
Commissioner Sara Perez

BUSINESS OF THE MONTH



This certificate is awarded to

CARMEN'S COFFEE

585 EAST MAIN STREET, PAHOKEE, FL 33476

In recognition of outstanding service to the community

Presented this 26th day of September 2023

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Derrick Boldin

Commissioner Derrick Boldin

Sara Perez

Commissioner Sara Perez

Clara M. Murvin

Vice Mayor Clara M. Murvin

Juan Gonzalez

Commissioner Juan Gonzalez

Rodney D. Lucas

Rodney D. Lucas, City Manager

BUSINESS OF THE MONTH



This certificate is awarded to

TOROS TACOS

397 MAIN STREET, PAHOKEE, FL 33476

In recognition of outstanding service to the community

Presented this 26th day of September 2023

Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Derrick Boldin

Commissioner Derrick Boldin

Sara Perez

Commissioner Sara Perez

Clara M. Murvin

Vice Mayor Clara M. Murvin

Juan Gonzalez

Commissioner Juan Gonzalez

Rodney D. Lucas

Rodney D. Lucas, City Manager

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting

Tuesday, September 12, 2023, 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
Juan Gonzalez, Commissioner
Sara Perez, Commissioner

CITY STAFF:

Rodney D. Lucas, City Manager
Tijauna Warner, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Joseph R. Martin, Interim Director of Finance

[TENTATIVE: SUBJECT TO REVISION]

MINUTES

A. CALL TO ORDER

The meeting was called to order by Mayor Babb at 6:03 PM.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Murvin led the Invocation, followed by the Pledge of Allegiance.

C. ROLL CALL

PRESENT

Mayor Keith Babb

Vice Mayor Clara Murvin

Commissioner Derrick Boldin

Commissioner Juan Gonzalez @ 6:06 PM

Commissioner Sara Perez

Rodney D. Lucas, City Manager

Burnadette Norris- Weeks, City Attorney

Tijauna Warner, City Clerk

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

Motion made by Vice Mayor Murvin to approve the agenda, Seconded by Commissioner Boldin. Mayor Babb called for questions. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Perez

E. PUBLIC COMMENTS / PUBLIC SERVICE ANNOUNCEMENTS / PRESENTATIONS / PROCLAMATIONS

(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)

Commissioner Gonzalez arrives at 6:06pm.

Robert Van Epps (*resident*) not in favor of terminating the city manager and gave his reasoning.

Carl Morrison Sr. (*resident*) not in favor of terminating the city manager and gave his reasoning.

Ernest Bussey (*business owner*) yield his time to Tammy Bussey expressed concerns with the city not showing unity and working together. Also, she inquired about the status of Barfield Highway being completed.

Tammy Bussey (*business owner*) yield her time to Robert Love in favor of terminating the city manager and gave his reasoning.

Irma Shannon (*resident*) yield her time to Robert Love in favor of terminating the city manager and gave his reasoning.

Robert Love (*non-resident*) in favor terminating of terminating the city manager and gave his reasoning.

Loletha Kimes (*resident*) expressed concerns with the city having secret meetings, inquired why the restroom is closed at the splash pad, and inquired when are the barriers going to be install.

Vaughn Jones (*resident*) expressed concerns with her ARPA packet and receiving a call back from the city manager.

Kirk Patrick (*resident*) not in favor of terminating the city manager, expressed concerns with the city manager not responding to the citizens, advised the Mayor not to gather what everybody's saying to you, and advised no one should answer for the attorney.

Shelia Williams (*resident*) expressed concerns with termites in her house and inquired if the city will be removing the rest of the tree. Ms. Williams yield her remaining time to Mr. Love. Mr. Love expressed concerns with the city manager.

Cynthia Mitchell (*resident*) yield her time to Mrs. Tammy Bussey who advised the city manager to respond to the citizens and yield to her son which advised the city just need some help.

JoAnn Culberson (*resident*) in favor of terminating the city manager, advised she doesn't like the city manager and gave a brief explanation why.

Jason Crawford (*resident*) not in favor of terminating the city manager and a gave brief explanation of reasoning.

1. July Business of the Month - Bussey & Brothers Funeral Services

Commissioner Gonzalez presented Mr. and Mrs. Bussey and their son with July Business of the Month.

Mr. and Mrs. Bussey thanked everyone for selecting them as business of the month and advised they're not in business with Joshua Brown.

F. CONSENT AGENDA

1. August 22, 2023 City Commission Meeting Minutes

Motion made by Commissioner Boldin approve the Consent Agenda Items, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion passed unanimously. Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

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

1. RESOLUTION 2023 - 48 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING CITY VEHICLE TAKE HOME PROCEDURES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 48 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 48.

Motion made by Commissioner Boldin approve Resolution 2023 - 48, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. A discussion ensued. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

H. PUBLIC HEARINGS AND/OR ORDINANCES

1. RESOLUTION 2023 - 52 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR FISCAL YEAR COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 52 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 52.

Mayor Babb Opened Public Hearing 7:24pm

Robert Love inquired if the millage changed.

Mr. Lucas advised the millage didn't change.

Mayor Babb Closed Public Hearing 7:24pm

Motion made by Vice Mayor Murvin to approve Resolution 2023 - 52, Seconded by Commissioner Boldin. Mayor Babb called for questions. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

2. RESOLUTION 2023 - 54 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA PROVIDING FOR THE ADOPTION AND FUNDING OF THE TENTATIVE MUNICIPAL BUDGET IN THE AMOUNT OF \$9,036,654.00 FOR THE CITY OF PAHOKEE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 54 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 54.

Mayor Babb Opened Public Hearing 7:30pm

Robert Love inquired if the budget amount was correct.

Mr. Lucas responded yes.

Mayor Babb Closed Public Hearing 7:33pm

Motion made by Vice Mayor Murvin to approve Resolution 2023 - 54, Seconded by Commissioner Boldin. Mayor Babb called for questions. A discussion ensued. Motion passed 4-1.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez

Voting Nay: Commissioner Perez

I. RESOLUTION(S)

- A. RESOLUTION 2023 - 50 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A LED LIGHTING AGREEMENT WITH FLORIDA POWER AND LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 50 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 50.

Motion made by Commissioner Boldin to approve Resolution 2023 - 50, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

- B. RESOLUTION 2023 - 51 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ENTER INTO AND EXECUTE THE EIGHTEENTH 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.

Mrs. Norris-Weeks read Resolution 2023 - 51 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 51.

Motion made by Commissioner Boldin to approve Resolution 2023 - 51, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. A discussion ensued. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

- C. RESOLUTION 2023 - 53 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING A PRELIMINARY RESOLUTION TO TERMINATE CITY MANAGER, RODNEY D. LUCAS, WITH CAUSE, PURSUANT SECTION 3.03 OF THE CITY OF PAHOKEE'S CHARTER; TO PROVIDE REASONS FOR THE INTENDED REMOVAL OF THE CITY MANAGER AND OFFER THE CITY MANAGER AN OPPORTUNITY FOR A PUBLIC HEARING BEFORE THE COMMISSION ON THE MATTERS RAISED BY THE PRELIMINARY RESOLUTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Norris-Weeks read Resolution 2023 - 53 into the record.

Mr. Lucas gave a brief explanation of Resolution 2023 - 53.

Motion made by Commissioner Perez to approve Resolution 2023 - 53 with suspension immediately, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. A discussion ensued. Motion failed 2-3.

Voting Yea: Commissioner Gonzalez, Commissioner Perez

Voting Nay: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin

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

Robert Ardette gave a brief update on Barfield Highway.

K. REPORT OF THE MAYOR

Mayor Babb advised he had concerns with the city manager, but he's not going along just to get along. He explained that we had to give the city manager time to make changes and gave a brief explanation.

L. REPORT OF THE CITY MANAGER

Mr. Lucas advised he gave all the commissioners a copy of the signed marina contract, just pending the submittal of the bond. He announced the splash pad hours of operations, Monday through Friday from 2pm to 5pm and Saturday through Sunday from 11am to 5pm. Public works is working on street signs, signage, speed bumps, bollards, mowing and edging for East Lake Village Canal, MLK Park to capture the alligator threat in the community, and swimming pool repair. Mr. Lucas advised we are working with HTC to get the FY 2020-2021 Audit completed. He advised the Palm Beach County OIG will come to City Hall on September 28, 2023 to meet with staff on assessments.

M. REPORT OF THE CITY ATTORNEY

Mrs. Norris-Weeks announced the Executive Closed Session at approximately 5:30 PM on September 26, 2023, or as soon thereafter as it may be heard, the City Commission shall meet privately to discuss pending litigation pursuant to Section 286.011(8), Florida Statutes for the following case: A E ENGINEERING, INC. v. CITY OF PAHOKEE, et. al., in the Fifteenth Judicial Circuit in and for Palm Beach County; Case No: 50-2023-CA-010731-XXXX-MB at 360 East Main Street in the City of Pahokee's Commission Chambers, or a nearby adjoining room in Pahokee, FL. Present at the attorney-client session will be Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez, Vice Mayor Murvin, Mayor Babb, City Manager Rodney Lucas, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Jordan Gary and On the Record Court Reporters. The estimated length of the attorney-client session will be 30 minutes.

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

Vice Mayor Murvin advised prior to 2020 the City of Pahokee was one (1) year behind on the financial audit.

Commissioner Perez advised she needs to have the agenda at least a work week ahead of the meeting and gave a brief explanation. She request the complete financials, not the documents she been receiving.

Motion made by Mayor Babb to approve the City Commission receiving Monthly Financial Reports and Quarterly Report verbally by Finance Department, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

Motion made by Mayor Babb to approve the City Manager create a policy requiring the agenda be submitted to the commission at least five (5) business days prior to meeting,

Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

Commissioner Perez request the department heads attend the city commission meeting to provide updated reports.

Mrs. Norris-Weeks advised the commission to ask the city manager if that's something he wanted staff to do.

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

Mayor Babb advised he has received several complaints in reference to public records request.

Ms. Warner's advised all public records request that are received and have been acknowledged immediately. She advised that the department heads need to submit the documents to the City Clerk's Office to process the public records request.

Mrs. Norris-Weeks gave a brief description of public records documents and the timeframe to fulfill those requests. A discussion ensued.

Commissioner Boldin advised this is a collective effort and we are going to need people that have the ability to communicate effectively. A discussion ensued.

P. ADJOURN

Motion made by Commissioner Perez to adjourn the meeting, Seconded by Commissioner Gonzalez. Mayor Babb called for questions. Motion passed unanimously.

Voting Yea: Mayor Babb, Vice Mayor Murvin, Commissioner Boldin, Commissioner Gonzalez, Commissioner Perez

There being no further business to discuss, Mayor Babb adjourned the meeting at 9:55 PM.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, CMC, City Clerk



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Tijauna Warner, City Clerk

SUBJECT: Finance & City Clerk Department

DATE: 20th September 2023

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 2023/2024.

BUDGET IMPACT: YES

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Finance & City Clerk Department recommends approval of Resolution 2023-55 setting the operating millage rate at 6.5419 mills for the Fiscal Year 2023-2024.

ATTACHMENTS:

Resolution 2023 – 55

ADOPTION OF RESOLUTION RELATING TO FINAL MILLAGE FOR FISCAL YEAR 2023-2024

RESOLUTION 2023 - 55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A FINAL MILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, 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 12, 2023, adopted a Fiscal Year 2023-2024 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-Seventeen Million Eight Hundred Seventy-Four Thousand Two Hundred Thirty-Six Dollars (\$117,874,236.00); 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 2023-2024, commencing October 1, 2023, through September 30, 2024, 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, 2023, through September 30, 2024, shall be and is hereby fixed at the rate of 5.8307 mills. The levy of 6.5419 mills is greater than the rolled back rate of 5.8307 by 12.20 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 26th day of September 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, 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 Gonzalez

_____ (Yes)

_____ (No)

Commissioner Perez

_____ (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 12.20%. Fiscal Year 2023-2024 **rolled-back taxes** are \$687,289 (95% budgeted = **\$652,925**) and Fiscal Year 2023-2024 **proposed taxes** are \$771,121 (95% budgeted = **\$732,565**). Fiscal Year 2023-2024 proposed **tax increase is \$80,038** and Fiscal Year 2023-2024 **rolled-back rate is 5.8307**. The Fiscal Year 2022-2023 millage rate was 6.5419 and Fiscal Year 2023-2024 proposed millage is 6.5419. The Fiscal Year 2023-2024 proposed millage decrease is 0.00 and the 2022-2023 rolled-back rates was 6.1617.



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Tijauna Warner, City Clerk

SUBJECT: Finance & City Clerk Department

DATE: 20th September 2023

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 2023/2024.

BUDGET IMPACT: YES

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Finance Department recommends approval of Resolution 2023-56 approving the Final Budget for Fiscal Year 2023-2024.

ATTACHMENTS:

Resolution 2023 – 56

ADOPTION OF RESOLUTION RELATING TO FINAL MUNICIPAL BUDGET FOR FISCAL YEAR 2023-2024

RESOLUTION 2023 - 56

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 \$9,036,654, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; 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, 2023, and ending September 30, 2024, 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, 2023, and ending September 30, 2024, 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 Five Hundred Seventy Thousand Six Hundred Seventy-Six Dollars (\$5,570,676.00) 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 Four Hundred Eighty Thousand Dollars (\$480,000.00).

- (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 Fifteen Thousand Seven Hundred Dollars (\$15,700.00).

- (d) There is hereby appropriated from the American Rescue Plan Act Grant Program (ARPA) Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of One Million One Hundred Fifteen Thousand Dollars (\$1,115,000.00).

- (e) 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 One Million Two Hundred Thousand Dollars (\$1,200,000.00).

- (f) 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-Six Thousand Ninety-Nine Dollars (\$386,099.00).

- (g) 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 Sixty-Nine Thousand One Hundred Seventy-Nine Dollars (\$269,179.00).

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

PASSED and **ADOPTED** on this 26th day of September 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, 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 Gonzalez	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

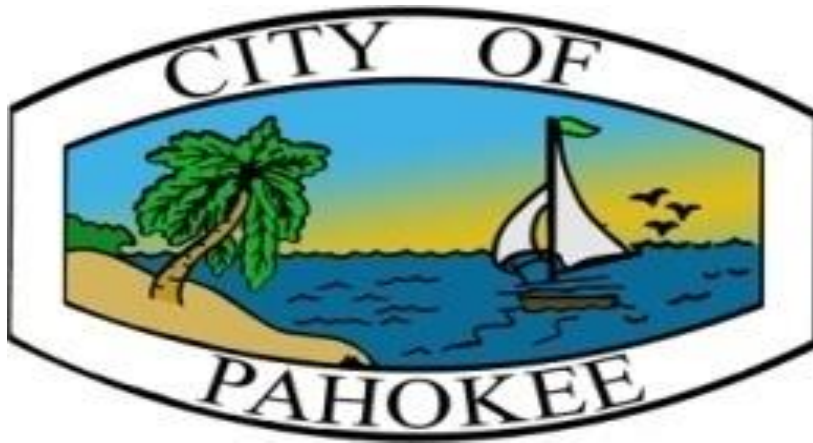
EXHIBIT "A"

Proposed Budget FY 2023-2024

(attached)

City of Pahokee, Florida

2023-2024 Proposed Budget



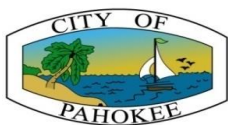
"The Grassy Waters Gateway to Lake Okeechobee"

*207 Begonia Drive
Pahokee, FL 33476*

(561) 924-5534

www.cityofpahokee.com

Proposed Budget
Tuesday, September 26, 2023



City of Pahokee 2023-2024

"The Grassy Waters Gateway to Lake Okeechobee"

Keith Babb Jr.
Mayor



Clara "Tasha" Murvin
Vice Mayor



Juan Gonzalez
Commissioner



Sara Perez
Commissioner



Derrick Boldin
Commissioner



Rodney Lucas
City Manager



Incorporated
1922
Population
5,579

Prepared by:

www.Cityofpahokee.com

**City of Pahokee
2023-2024**

Elected Officials

Keith Babb Jr. Mayor
Clara Murvin... ..Vice Mayor
Derrick Boldin.....Commissioner
Sara Perez..... Commissioner
Juan Gonzalez..... Commissioner

Appointed Officials

Rodney Lucas... ..City Manager
Tijauna WarnerCity Clerk
Burnadette Norris-Weeks.....City Attorney
LT. Mugridge.....PBSO

Administration

Alvin Johnson.....Director of Public Works
Joseph R Martin.....Interim Director of Finance
Jongelene AdamsDirector of Community & Economic Development
Carlos Mangual.....Operation Manager
Gregory Williams.....Director of Park & Recreation

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**BUDGET SUMMARY
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024**

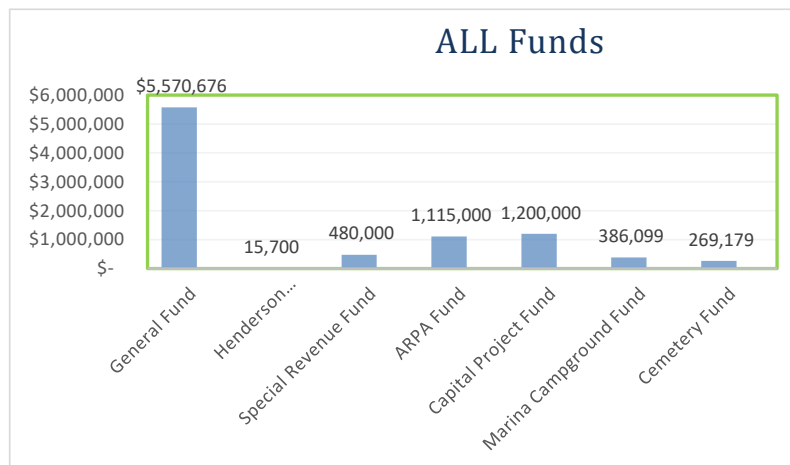
**THE PROPOSED OPERATING BUDGET EXPENDITURES/EXPENSES OF THE CITY OF PAHOKEE, FLORIDA ARE
6.3% LESS THAN PRIOR YEAR'S TOTAL OPERATING EXPENDITURES/EXPENSES**

Roll back rate 5.8307

	General Fund	Henderson Endowment Fund	Special Revenue Fund	ARPA Fund	Capital Project Fund	Marina Campground Fund	Cemetery Fund	Total Budget
<u>Estimated Revenues:</u>								
Taxes:								
Ad Valorem Taxes	732,565	-	-	-	-	-	-	732,565
Sales and Use Taxes	1,323,000	-	480,000	-	-	-	-	1,803,000
Franchise Fees	465,000	-	-	-	-	-	-	465,000
Utility Service Taxes	368,500	-	-	-	-	-	-	368,500
Licenses and Permits	137,700	-	-	-	-	-	-	137,700
Intergovernmental Revenue	855,700	-	-	1,115,000	1,200,000	-	-	3,170,700
Charges for Services	755,870	-	-	-	-	-	176,613	932,483
Fines and Forfeits	84,000	-	-	-	-	-	-	84,000
Interest Earnings & Rents	129,155	15,700	-	-	-	207,273	-	352,128
Miscellaneous Revenue	63,658	-	-	-	-	-	-	63,658
Interfund Transfers In	-	-	-	-	-	178,826	92,566	271,392
Appropriated Fund Balance	655,528	-	-	-	-	-	-	655,528
Total Estimated Revenues, Transfers, and Appropriations	5,570,676	15,700	480,000	1,115,000	1,200,000	386,099	269,179	9,036,654
<u>Expenditures/Expenses:</u>								
General Government	2,271,149	-	-	-	-	-	-	2,271,149
Public Safety	599,940	-	-	-	-	-	-	599,940
Physical Environment	530,004	-	480,000	572,500	1,200,000	386,099	269,179	3,437,782
Road and Street Expenses	883,859	-	-	-	-	-	-	883,859
Human Services	75,587	-	-	-	-	-	-	75,587
Culture and Recreation	954,445	-	-	-	-	-	-	954,445
Debt Service	-	-	-	-	-	-	-	-
Interfund Transfers Out	255,692	15,700	-	542,500	-	-	-	813,892
Total Appropriated Expenditures/Expenses, Reserves and Transfers	5,570,676	15,700	480,000	1,115,000	1,200,000	386,099	269,179	9,036,654

**THE TENTATIVE, PROPOSED BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE
MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.**

	Proposed Budget	Percent Of Total
General Fund	\$ 5,570,676	62%
Henderson Endowment Fund	15,700	0%
Special Revenue Fund	480,000	5%
ARPA Fund	1,115,000	12%
Capital Project Fund	1,200,000	13%
Marina Campground Fund	386,099	4%
Cemetery Fund	269,179	3%
	<u>\$ 9,036,654</u>	<u>100%</u>



City of Pahokee, Florida
Proposed Budget Comparison By Fund
For The Fiscal Year Ending September 30, 2024

Fund	Adopted Budget 2022-2023	Proposed Budget 2023-2024	Variance	% Inc /Dec
<u>GENERAL FUND</u>				
Total Revenues	\$ 5,027,632	\$ 5,570,676	\$ 543,044	10.80%
Expenditures by Department				
Commission	\$ 108,349	\$ 203,297	\$ 94,948	87.63%
City Manager	318,363	377,892	59,529	18.70%
City Clerk	170,285	229,345	59,060	34.68%
Financial & General Accounting	383,235	405,802	22,567	5.89%
Human Resources	98,325	75,587	(22,738)	-23.13%
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	630,000	599,940	(30,060)	-4.77%
Protective Inspections	318,511	305,674	(12,837)	-4.03%
Roads & Streets	1,529,841	1,413,863	(115,978)	-7.58%
Community Development	207,821	231,498	23,677	11.39%
Recreation (City)	558,922	733,423	174,501	31.22%
Recreation (PBC)	130,627	172,756	42,129	32.25%
Parks	33,383	48,266	14,883	44.58%
Non-Departmental	201,125	362,391	161,266	80.18%
Transfers Out	183,595	255,692	\$ 72,097	39.27%
Total Expenditures and Transfers	\$ 5,027,632	\$ 5,570,676	\$ 543,044	10.80%
<u>Special Revenue Fund</u>				
Revenue	\$ 450,000	\$ 480,000	\$ 30,000	6.67%
Transfer In	-	-	-	0.00%
Total Revenues and Transfers	\$ 450,000	\$ 480,000	\$ 30,000	6.67%
Expenses	\$ 314,766	\$ 480,000	\$ 165,234	0.00%
Transfers Out	\$ 135,234	\$ -	\$ (135,234)	-100.00%
Total Expenses and Transfers	\$ 450,000	\$ 480,000	\$ 30,000	6.67%
<u>ARPA Fund</u>				
Revenue	\$ 1,574,000	\$ 1,115,000	\$ (459,000)	-29.16%
Appropriated fund balance	\$ -	\$ -	\$ -	0.00%
Total Revenues and Transfers	\$ 1,574,000	\$ 1,115,000	\$ (459,000)	-29.16%
Expenses	\$ 1,574,000	\$ 572,500	\$ (1,001,500)	-63.63%
Transfers Out	\$ -	\$ 542,500	\$ 542,500	100.00%
Total Expenses and Transfers	\$ 1,574,000	\$ 1,115,000	\$ (459,000)	-29.16%
<u>HENDERSON ENDOWMENT FUND</u>				
Revenue	\$ 250	\$ 15,700	\$ 15,450	6180.00%
Transfer In	\$ -	\$ -	\$ -	0.00%
Total Revenues and Transfers	\$ 250	\$ 15,700	\$ 15,450	6180.00%
Expenses	\$ -	\$ -	\$ -	0.00%
Transfers Out	\$ 250	\$ 15,700	\$ 15,450	6180.00%
Total Expenses and Transfers	\$ 250	\$ 15,700	\$ 15,450	6180.00%
<u>Debt Service Fund</u>				
Transfer In	\$ 135,234	\$ -	\$ (135,234)	-100.00%
Total Revenues and Transfers	\$ 135,234	\$ -	\$ (135,234)	-100.00%
Expenses	\$ 135,234	\$ -	\$ (135,234)	-100.00%
Transfers Out	\$ -	\$ -	\$ -	0.00%
Total Expenses and Transfers	\$ 135,234	\$ -	\$ (135,234)	-100.00%
Total Expenses and Transfers	\$ 135,234	\$ -	\$ (135,234)	-100.00%
<u>Capital Project Fund</u>				
Revenue	\$ 1,893,943	\$ 1,200,000	\$ (693,943)	-36.64%
Transfer In	\$ -	\$ -	\$ -	0.00%
Total Revenues and Transfers	\$ 1,893,943	\$ 1,200,000	\$ (693,943)	-36.64%
Expenses	\$ 1,893,943	\$ 1,200,000	\$ (693,943)	-36.64%
Transfers Out	\$ -	\$ -	\$ -	0.00%
Total Expenses and Transfers	\$ 1,893,943	\$ 1,200,000	\$ (693,943)	0.00%
<u>MARINA & CAMPGROUND FUND</u>				
Revenue	\$ 165,250	\$ 207,273	\$ (42,023)	25.43%
Transfer In	\$ 183,595	\$ 178,826	\$ (4,769)	-2.60%
Total Revenues and Transfers	\$ 348,845	\$ 386,099	\$ (46,792)	10.68%
Expenses	\$ 348,845	\$ 386,099	\$ 37,254	10.68%
Total Expenses and Transfers	\$ 348,845	\$ 386,099	\$ 37,254	10.68%
<u>CEMETERY FUND</u>				
Revenue	\$ 174,476	\$ 176,613	\$ (2,137)	1.22%
Transfer In	\$ 34,205	\$ 92,566	\$ 58,361	170.62%
Total Revenues and Transfers	\$ 208,681	\$ 269,179	\$ 56,224	28.99%
Expenses	\$ 208,681	\$ 269,179	\$ 60,498	28.99%
Total Expenses and Transfers	\$ 208,681	\$ 269,179	\$ 60,498	28.99%
TOTAL REVENUES - ALL FUNDS	\$ 9,638,585	\$ 9,036,654	\$ (601,931)	-6.25%

General Fund
For the Fiscal Year Ending September 30, 2024
(Proposed Budget)

Classification	Number of Positions
Accounts Payable Clerk	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)	1
Code Enforcement Officer	1
Commission	5
Custodian (Part time)(Vacant)	1
Deputy City Manager / Grant Writer (Vacant)	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
	45

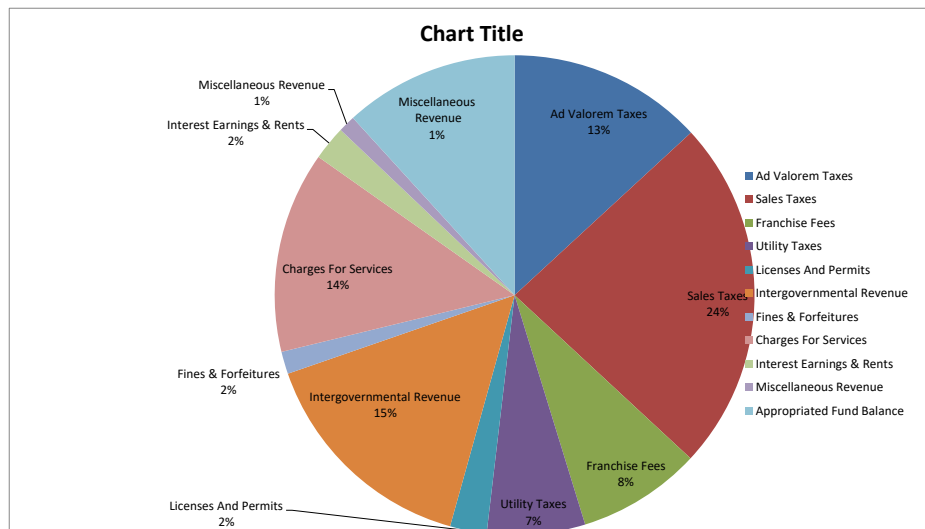
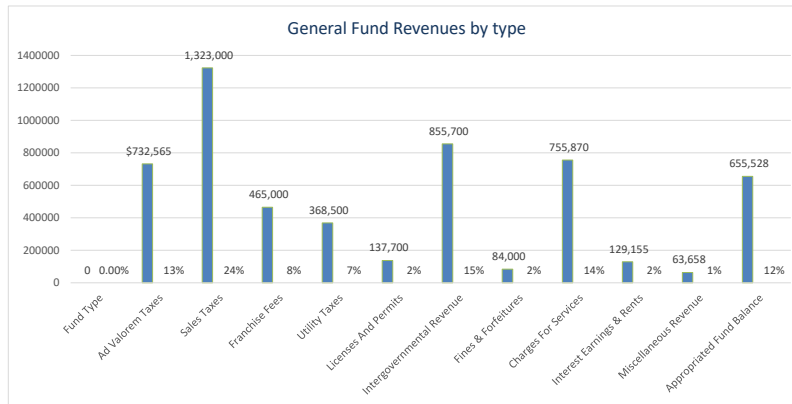
General Fund



City of Pahokee, Florida
Revenues by Type
For The Fiscal Year Ending September 30, 2024

Section H, Item B.

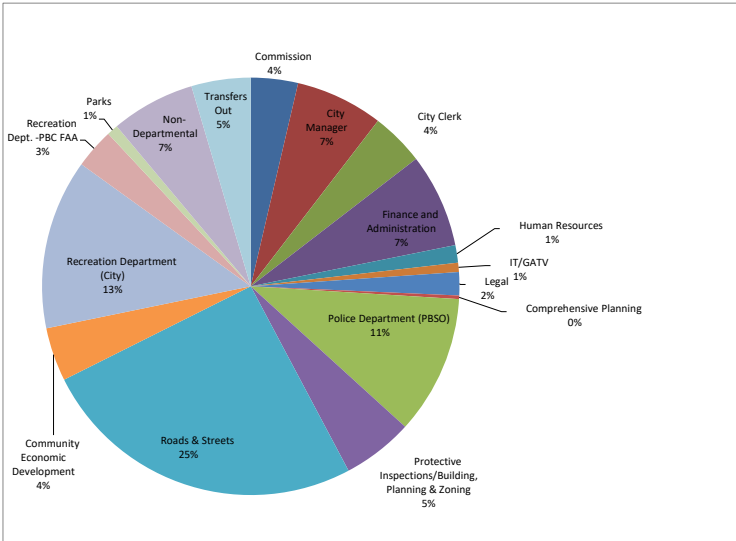
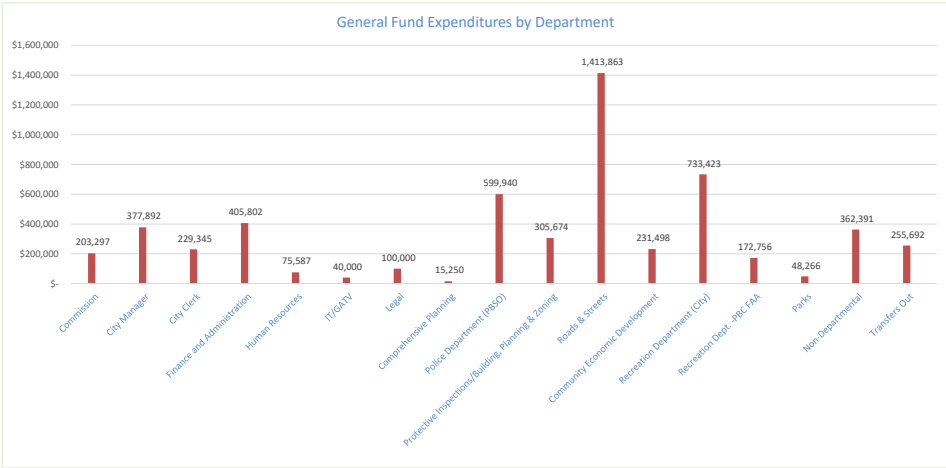
General Fund Revenues By Type		
Fund Type	Proposed Budget	Percent of Total
Ad Valorem Taxes	\$ 732,565	13%
Sales Taxes	1,323,000	24%
Franchise Fees	465,000	8%
Utility Taxes	368,500	7%
Licenses And Permits	137,700	2%
Intergovernmental Revenue	855,700	15%
Fines & Forfeitures	84,000	2%
Charges For Services	755,870	14%
Interest Earnings & Rents	129,155	2%
Miscellaneous Revenue	63,658	1%
Appropriated Fund Balance	655,528	12%
Total Revenues	\$ 5,570,676	100%



City of Pahokee, Florida
Expenditures by Department
For The Fiscal Year Ending September 30, 2024

General Fund -Expenditures by Department

Departments	Proposed Budget	Percent of Total
Commission	203,297	3.65%
City Manager	377,892	6.78%
City Clerk	229,345	4.12%
Finance and Administration	405,802	7.28%
Human Resources	75,587	1.36%
IT/GATV	40,000	0.72%
Legal	100,000	1.80%
Comprehensive Planning	15,250	0.27%
Police Department (PBSO)	599,940	10.77%
Protective Inspections/Building, Planning & Zoning	305,674	5.49%
Roads & Streets	1,413,863	25.38%
Community Economic Development	231,498	4.16%
Recreation Department (City)	733,423	13.17%
Recreation Dept. -PBC FAA	172,756	3.10%
Parks	48,266	0.87%
Non-Departmental	362,391	6.51%
Transfers Out	255,692	4.59%
Total Expenditures	\$ 5,570,676	100.00%



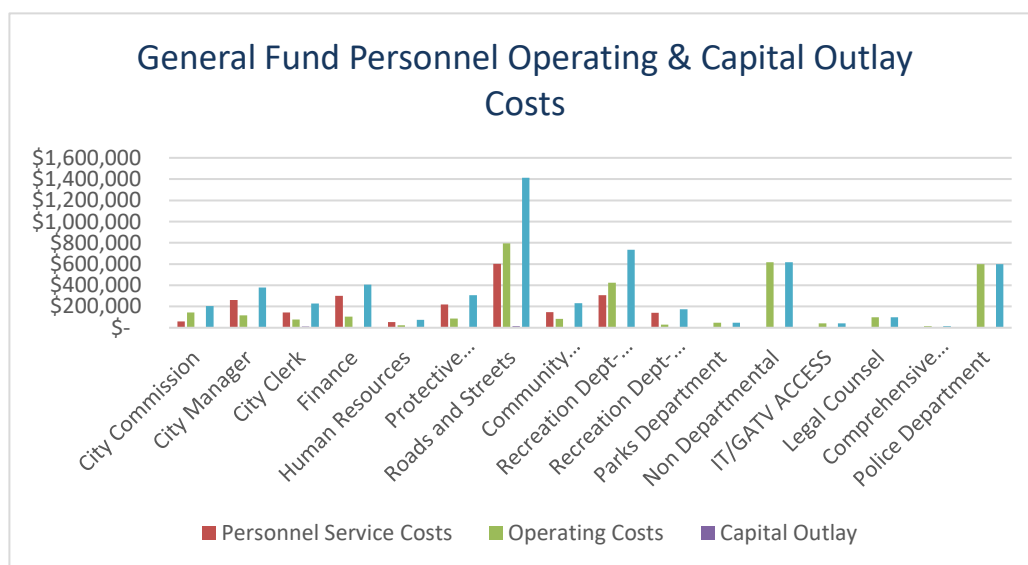
City of Pahokee, Florida
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2024

Account #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
311000	Current Year Ad Valorem Taxes	\$ 656,529	552,257.00	732,565
311100	Early Payment Discounts	(18,000)	(17,210.00)	(18,000)
311200	Prior Years' Ad Valorem Taxes	18,000	1,346.00	18,000
312100	New Local Option Gas Tax (Ct	52,000	33,918.00	58,000
312200	Local Option Gas Tax	135,000	74,448.00	135,000
313100	Franchise Fees - Electric	240,000	136,994.00	275,000
314100	Communication Service Tax	73,000	46,385.00	80,000
314200	Water Utility Service Tax	72,000	30,188.00	72,000
314300	Propane Utility Service Tax	5,000	3,965.00	6,500
314400	Electric Utility Service Tax	260,762	141,538.00	290,000
321000	Business Tax Receipts	15,000	14,595.00	18,000
321051	Business Tax Receipts(Late Fees)	700	620.00	2,200
338100	County Business Tax Receipts	16,000	3,966.00	16,000
322000	Building Permits	65,000	45,875.00	85,000
322500	Inspection Fee	7,500	5,855.00	8,500
323500	Education Fee	1,000	1,168.00	2,500
324000	Site Plan Review	32,000	18,188.00	35,000
334100	FL DOT Lighting Agreement	59,720	-	69,000
335200	State Revenue Sharing	461,000	204,629.00	461,000
335300	Mobile Home Licenses	3,602	3,807.00	5,500
335400	Alcoholic Beverage Licenses	1,000	-	1,000
335500	8th Cent Motor Fuel Tax-Trns	84,734	51,477.00	88,000
335700	1/2 Cent Sales Tax	463,934	277,652.00	500,000
335490	DOR - Motor Fuel Tax Refunds	1,200	-	1,200
337120	PBC Economic Development Grant (CDBG)	45,000	-	-
313400	SWA Recycling Shared Revenue	400	-	-
338200	DJJ - Paymt in Lieu of Taxes	142,900	142,900.00	142,900
338300	PHA - Paymt in Lieu of Taxes	25,000	-	25,000
337875	Early Learning Coalition	75,000	63,517.00	75,000
341300	Election Qualifying Fee	500	-	500
341400	Title Searches	7,500	9,225.00	10,000
341500	Photo Copy Charges	900	276.00	900
366400	Bench Advertising Revenue	1,800	1,085.00	1,900
347007	After School Rec Activity Fe	1,300	100.00	1,300
347010	Summer Recreation Program Fe	7,020	-	7,020
347011	Basketball/Baseball/Softball	500	-	500
347015	Basketball/Baseball Donation	500	-	500

Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2024

Account #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
347020	Cheerleader Registration	1,500	-	15,000
347027	Track - Registration Fees	500	16.00	500
347040	Orange Bowl - Sponsorship	5,000	1,624.00	5,000
347041	Donation - Dick's Sporting Goods	-	-	5,000
347042	Football - Registration	5,000	7,870.00	26,250
347043	Flag Football - Sponsorship	-	-	1,458
347045	Flag Football - Concessions	4,000	7,279.00	10,000
347047	Recreation Department - Donations	-	-	2,500
350100	Court Fines	4,000	3,052.00	4,000
350500	Code Enforcement Fines	135,000	40,814.00	80,000
350505	Vacant Properties Registry	1,300	300.00	1,300
360100	Interest Income	1,000	702.00	3,882
360350	Interest - SBA	1,000	8,536.00	16,000
361049	Interest - Investment	1,000	3,814.00	12,000
361050	Interest Income	1,000	1,310.00	3,200
362200	Rents - Metro PCS	22,307	14,467.00	25,000
362300	Rents - Cafeteria	4,000	-	6,350
362400	Rent-Everglades Preparatory	35,438	9,011.00	35,438
362590	Rent-Lutheran Services	27,000	16,097.00	27,000
362900	Rent- Seniors Room	-	250.00	250
362910	Rent -MLK Parks/Comm	-	25.00	25
362920	Rent-Athletic Field	-	3.00	10
363100	Donations - Back to School Bash	5,000	-	5,000
363000	Donations	5,000	4,250.00	30,000
364200	Insurance Proceeds	-	78,688.00	-
369098	Other Miscellaneous Revenues	40,631	1,945.00	3,000
343600	Water Entity Fees	190,000	95,754.00	190,000
343400	Garbage Fee Income	552,000	289,790.00	570,000
343420	Container Fee Income	19,000	10,023.00	20,000
343430	Recycling Fee Income	41,000	21,136.00	42,000
343700	Infrastructure Fee	24,000	12,636.00	25,000
381000	Interfund Trns	-	-	542,500
389408	Other Sources: Appropriated Fund Balance	886,955	-	655,528
TOTAL REVENUES/OTHER SOURCES		\$ 5,027,632	2,478,156.00	5,570,676

Department / Division	Personnel		Capital Outlay	Total
	Service Costs	Operating Costs		
City Commission	\$ 58,497	\$ 144,800	\$ -	\$ 203,297
City Manager	260,948	116,944		377,892
City Clerk	143,070	76,275	10,000	229,345
Finance	301,887	103,915		405,802
Human Resources	52,938	22,649		75,587
Protective Inspections	218,124	87,550		305,674
Roads and Streets	603,305	794,803	15,755	1,413,863
Community Development	148,398	83,100		231,498
Recreation Dept- City	308,127	425,296		733,423
Recreation Dept-PBC	141,956	30,800		172,756
Parks Department	-	48,266		48,266
Non Departmental	-	618,083		618,083
IT/GATV ACCESS	-	40,000		40,000
Legal Counsel	-	100,000		100,000
Comprehensive Planning	-	15,250		15,250
Police Department	-	599,940		599,940
Total %	40%	59%	1%	100%



City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 511000 City Commission

As of 4/23

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
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	2,444	2,157
220	FLC Ret 3%	846	409	846
221	FLC 4.35%	1,227	594	1,227
230	Life and Health Insurance	10,000	14,739	26,000
240	Worker's Compensation	19	34	67
	TOTAL PERSONNEL SERVICE	42,449	34,670	58,497
310	Professional Fees	8,500	16,085	36,000
360	Travel & Per Diem	40,000	24,825	65,000
367	Other Charges	4,000	3,227	4,000
482	Tri-Cities Barbecue	5,000	13,303	5,000
483	Tri-Cities Meeting	900	-	900
489	Contributions & Sponsorships	-	-	11,000
515	Dues	1,000	3,832	6,500
528	Uniforms	500	-	-
520	Operating Supplies	-	-	400
559	Books & Subscriptions	-	-	-
561	Conference Registrations	6,000	-	16,000
	TOTAL OPERATING EXPENDITURES	65,900	61,272	144,800
	*Total City Commission	\$ 108,349	\$ 95,942	\$ 203,297

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 512010 City Manager

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
110	Executive Salaries	\$ 165,500	\$ 91,777	\$ 166,638
120	Regular Salaries & Wages	27,500	16,004	29,623
130	COLA & Performance Increase, & Part Time Wages	-	4,332	
	3% Cost of Living Increase	5,793		2,298
	2.5% Performance Increase	4,137		1,964
110/120/130	Salaries & Wages	202,930		200,523
210	FICA Taxes	15,524	8,288	15,340
211	FRS Retirement Contributions	-	8,097	17,892
220	League of Cities Retirement 3%	9,930	587	2,416
221	FLC Ret 4.35%	-	533	3,503
230	Life and Health Insurance	12,500	11,590	21,000
240	Worker's Compensation	79	145	274
	TOTAL PERSONNEL SERVICE	240,963	141,353	260,948
310	Professional Fees	1,800	-	5,280
340	Contractual Services	55,000	35,000	60,000
360	Travel & Per Diem -Seminars	3,500	760	8,000
367	Other Charges	4,000	7,002	4,000
368	City Manager Luncheons	500	-	1,500
461	Repairs/Maintennce	3,500	10,631	16,000
520	Operating Supplies	-		1,000
515	Dues	500	1,786	3,000
524	Fuel	7,500	7,365	14,000
528	Uniforms	100	-	300
561	Conference Registration	1,000	-	3,864
	TOTAL OPERATING EXPENDITURES	77,400	62,544	116,944
	*Total City Manager	\$ 318,363	\$ 203,897	\$ 377,892

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 512020 City Clerk

As of 4/23

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
110	Executive Salaries	\$ 72,000	\$ 39,635	\$ 73,800
120	Regular Salaries & Wages	27,500	16,004	29,623
130	3% Cost of Living Increase	3,483	1,300	4,502
	2.5% Performance Increase	2,488	928	3,865
110/120/130	Salaries & Wages	105,470		111,790
150	Special Pay	-		
210	FICA Taxes	8,068	4,221	8,552
220	FLC Ret 3%	3,164	1,254	3,354
221	FLC Ret 4.35%	4,588	1,817	4,863
230	Life and Health Insurance	12,300	8,117	14,348
240	Worker's Compensation	47	86	163
TOTAL PERSONNEL SERVICE		133,638	73,362	143,070
310	Professional Services	11,172	368	25,000
340	Contractual Services	-	-	10,000
360	Travel & Per Diem	8,500		10,970
367	Other Charges	4,500	136	5,000
414	Cellular Service	250	276	500
461	Repair/Maintenance	500	-	500
490	Advertising	2,125	284	2,100
497	Election Staffing	5,000	-	15,000
515	Dues	1,850	175	2,620
524	Fuel	250	49	250
561	Conference Registration	2,500	-	4,335
600	Software w/	-		10,000
TOTAL OPERATING EXPENDITURES		36,647	1,288	86,275
*Total City Clerk		\$ 170,285	\$ 74,650	\$ 229,345

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 513010 Financial & General Accounting

As of 4/2023

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
110	Executive Salaries	\$ 100,000	\$ 15,866	\$ 77,000
120	Regular Salaries & Wages	72,000	85,071	158,137
130	COLA & Performance Increase, & Part Time Wages	16,120	3,471	
	3% Cost of Living Increase	6,157		7,054
	2.5% Performance Increase	-		6,055
110/120/130	Salaries & Wages	194,277	104,408	248,246
150	Special Pay	-		
210	FICA Taxes	14,862	7,905	18,991
220	FLC Ret 3%	5,828	1,218	7,447
221	FLC Ret 4.35%	8,451	1,767	10,799
230	Life and Health Insurance	14,500	5,818	16,000
240	Worker's Compensation	117	215	404
	TOTAL PERSONNEL SERVICE	238,035	121,331	301,887
310	Professional Fees	110,000	42,100	50,000
311	Drug Testing	-	135	200
320	Accounting & Auditing	15,000	-	20,000
360	Travel & Per Diem	2,000	-	6,000
367	Other Charges	500	163	600
461	Repair & Maintenance	1,000	-	1,000
470	Accounting Software Service	10,000	-	12,205
478	Printing (Checks & Deposit slips)	550	-	550
490	Advertising	2,500	704	1,500
492	Bank Charges/Fees	500	1,215	2,500
493	Other Current Charges			
515	Dues	100	-	500
520	Operating Supplies	1,500	1,418	3,000
524	Fuel	450	-	460
528	Uniforms	100	-	400
561	Conference Registrations	1,000	170	5,000
	TOTAL OPERATING EXPENDITURES	145,200	45,905	103,915
	*Total Financial & General Accounting	\$ 383,235	\$ 167,236	\$ 405,802

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 513020 Human Resources

As of 4/2023

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
110	Executive Salaries	\$ 62,500	\$ 20,914	\$ 38,438
120	Regular Salaries & Wages	-		
130	COLA & Performance Increase, & Part Time Wages	-	844	
	3% Cost of Living Increase	2,188		1,154
	2.5% Performance Increase	1,563		990
110/120/130	Salaries & Wages	66,250	21,758	40,582
150	Special Pay	-	-	-
210	FICA Taxes	5,068	1,674	3,105
220	FLC Ret 3%	1,875	303	1,218
221	FLC Ret 4.35%	2,719	439	1,766
230	Life and Health Insurance	8,900	(300)	6,000
240	Worker's Compensation	77	141	267
	TOTAL PERSONNEL SERVICE	84,889	24,015	52,938
310	Professional	950	-	950
360	Travel & Per Diem	500	-	1,351
367	Other Charges	200	26	550
461	Repairs/Maintenance	316	-	316
478	Printing	150	-	150
490	Advertising	400	-	400
494	Background Screening	500	217	373
515	Dues	600	254	435
520	Operating Supplies	300	-	492
521	Computer Supplies	250	-	383
524	Fuel	150	87	149
528	Uniforms	120	-	-
559	Books & Subscriptions	-	-	
561	Conference Registrations	1,000	-	1,100
576	Maint - Payroll Program	8,000	9,338	16,000
	TOTAL OPERATING EXPENDITURES	13,436	9,922	22,649
	*Total Human Resources	\$ 98,325	\$ 33,937	\$ 75,587

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 513030 IT / GATV ACCESS

As of 4/23

Object #	Account Name	Adopted	Actual	Proposed
		Budget 2022-2023	YTD 2022-2023	Budget 2023-2024
310	Professional Services	\$ 40,000	\$ 19,080	\$ 40,000
	<i>TOTAL OPERATING EXPENDITURES</i>	40,000	19,080	40,000
	<i>*Total IT / GATV Access</i>	\$ 40,000	\$ 19,080	\$ 40,000

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 514000 Legal Counsel

As of 4/23

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
310	Professional Fees	\$ 100,000	\$ 50,000	\$ 100,000
	TOTAL OPERATING EXPENDITURES	100,000	50,000	100,000
	<i>*Total Legal Counsel</i>	\$ 100,000	\$ 50,000	\$ 100,000

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 515000 Comprehensive Planning

As of 4/23

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
310	Professional Fees	\$ 12,000	\$ -	\$ 12,000
367	Other Charges	250	-	250
490	Advertising	3,000	-	3,000
<i>TOTAL OPERATING EXPENDITURES</i>		15,250	-	15,250
<i>*Total Comprehensive Planning</i>		\$ 15,250	\$ -	\$ 15,250

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 521000 Police Department (PBSO)

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
310	Professional Services	\$ 630,000	\$ 388,312	\$ 599,940
	<i>TOTAL OPERATING EXPENDITURES</i>	630,000	388,312	599,940
	<i>*Total Police Department</i>	\$ 630,000	\$ 388,312	\$ 599,940

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 524000 Building, Planning & Zoning/Protective Inspections

As of 4/2023

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
120	Regular Salaries & Wages	\$ 173,260	\$ 79,719	\$ 151,049
130	COLA & Performance Increase, & Part Time Wages	-	3,161	
	3% Cost of Living Increase	5,983		4,532
	2.5% Performance Increase	4,332		3,890
110/120/130	Salaries & Wages	183,575	82,880	159,471
210	FICA Taxes	14,043	5,883	12,200
220	FLC Ret 3%	5,507	1,284	4,785
221	FLC Ret 4.35%	7,986	2,074	6,937
230	Life and Health Insurance	31,150	17,455	33,000
240	Worker's Compensation	500	918	1,731
	TOTAL PERSONNEL SERVICE	242,761	110,494	218,124
310	Professional Services	55,000	33,046	62,000
360	Travel & Per Diem	3,000	-	5,000
461	Repair/Maintenance	500	-	500
478	Printing	500	-	500
515	Dues	2,000	1,138	2,000
520	Operating Supplies	2,000	1,731	3,500
524	Fuel	1,500	512	1,500
528	Uniforms	250	-	250
561	Conference Registration	1,000	50	1,300
577	Program-BPC Code Software Service	10,000	8,000	11,000
	TOTAL OPERATING EXPENDITURES	75,750	44,477	87,550
	*Total Protective Inspections	\$ 318,511	\$ 154,971	\$ 305,674

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 541000 Roads & Streets

As of 4/2023

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
110	Executive Salaries	\$ 194,000	\$ 39,038	\$ 71,750
120	Regular Salaries & Wages	370,000	185,470	340,484
130	COLA & Performance Increase, & Part Time Wages	32,160	10,370	
	3% Cost of Living	17,955		12,367
	2.5% Performance Increase	-		10,615
110/120/130	Salaries & Wages	614,115	234,878	435,216
210	FICA Taxes	46,980	17,136	33,295
211	FRS Retirement Contributions	19,400	4,837	9,500
220	FLC Ret 3%	18,423	4,981	13,057
221	FLC Ret 4.35	26,714	3,455	18,932
230	Life and Health Insurance	67,100	43,981	76,000
240	Worker's Compensation	5,000	9,177	17,305
	TOTAL PERSONNEL SERVICE	797,732	318,445	603,305
310	Professional Services	1,500	-	2,520
311	Drug Testing	450	405	696
320	Accounting & Auditing	5,000	-	5,874
340	Contractual Services	510,000	340,482	530,004
352	Tipping Fees	-	-	2,566
360	Travel & Per Diem	1,500	72	1,500
367	Other Charges	3,060	767	3,000
410	Communications - Local Service	1,500	764	1,327
413	Communications - Long Distance	2,800	1,673	2,868
431	Electric Service	105,000	58,199	105,000
432	Water, Sewer & Solid Waste S	4,000	2,334	4,000
450	General Liability Insurance	7,866	4,606	8,686
451	Auto Liability Insurance	3,000	2,218	4,184
452	Property Insurance	2,500	2,817	9,659
461	Repair/Maintenance	45,000	43,419	68,132
480	Promotional Activities	510	-	507
498	Vehicle Registration Fees	204	-	203
510	General Office Supplies	510	156	267
520	Operating Supplies	3,109	524	4,000
524	Fuel	21,000	11,179	24,000
525	Chemicals	2,500	-	2,500
526	Small Equipment	5,500	659	5,500
528	Uniforms	3,200	1,946	3,337
529	Protective Apparel	900	-	973
555	Sign/Sidewalk/Street/Replacements	1,500	463	1,500
561	Conference Registrations	-	-	2,000
919	Contingencies	-	-	90,000
	TOTAL OPERATING EXPENDITURES	732,109	472,683	794,803
600	CAPITAL OUTLAY	-	-	15,755
	TOTAL CAPITAL OUTLAY	-	-	15,755
	*Total Roads & Streets	\$ 1,529,841	\$ 791,128	\$ 1,413,863
	Solid Waste Expense (Physical Services)	510,000	340,482	530,004
	*Total Roads & Streets	\$ 1,019,841	\$ 450,646	\$ 883,859

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 555000 Community Economic Development

As of 4/2023

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2021-2022	Proposed Budget 2023-2024
110	Executive Salaries	\$ 113,500	\$ 62,740	\$ 115,313
120	Regular Salaries & Wages	30,000		-
130	COLA & Performance Increase, & Part Time Wages	-	2,531	
	3% Cost of Living Increase	6,073		3,460
	2.5% Performance Increase	-		2,970
110/120/130	Salaries & Wages	149,573	65,271	121,743
210	FICA Taxes	11,442	4,863	9,314
220	FLC Ret 3%	4,487	1,263	3,653
221	FLC Ret 4.35%	6,506	935	5,296
230	Life and Health Insurance	17,050	3,979	8,000
240	Worker's Compensation	113	207	392
	TOTAL PERSONNEL SERVICE	189,171	76,518	148,398
310	Professional Services	-	11,230	15,000
360	Travel & Per Diem	250	298	3,000
367	Other Charges	1,500	1,750	2,500
461	Repair/Maintenance	200	1,600	1,600
478	Printing	200	172	1,000
480	Promotional activities & Events	15,000	31,156	50,000
515	Dues	500	-	1,500
520	Operating Supplies	800	443	2,000
524	Fuel	200	978	1,500
561	Conference Registration	-	-	5,000
	TOTAL OPERATING EXPENDITURES	18,650	47,627	83,100
	*Total Community Development	\$ 207,821	\$ 124,145	\$ 231,498

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 572000 Recreation Department - City

As of 4/2023

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
110	Executive Salaries	\$ 60,000	\$ 33,460	\$ 59,450
120	Regular Salaries & Wages	142,000	35,566	152,066
130	COLA & Performance Increase, & Part Time Wages	-	30,663	
	3% Cost of Living Increase	8,120		3,383
	2.5% Performance Increase	-		2,904
110/120/130	Salaries & Wages	210,120	99,689	217,803
150	Special Pay	-	9,000	-
210	FICA Taxes	16,074	8,195	16,662
220	FLC Ret 3%	6,304	2,295	6,534
221	FLC Ret 4.35%	9,140	2,451	9,475
230	Life and Health Insurance	51,500	26,167	49,000
240	Worker's Compensation	2,500	4,589	8,653
	TOTAL PERSONNEL SERVICE	295,638	152,386	308,127
320	Annual Audit Fee	2,500	-	2,500
340	Contract - Janitorial Service	20,000	2,691	56,000
342	Copier Lease	5,000	2,383	5,000
354	Permit	1,500	-	1,500
360	Travel & Per Diem	1,500	939	1,500
367	Other Charges	5,000	4,208	11,000
410	Communications - Local Service	16,000	11,765	16,000
411	Gym Alarm Honeywell (entire complex)	6,000	495	6,000
413	Communications - Long Distance	1,000	274	1,000
415	Internet Service	7,500	3,663	7,500
420	Postage	-	-	200
431	Electric Service	55,000	31,188	63,000
432	Water, Sewer, & Solid Waste	7,500	4,465	8,000
436	Solid Waste Assessment	8,408	2,968	8,407
450	General Liability Insurance	12,204	7,146	13,476
451	Auto Liability Insurance	4,500	3,328	6,276
452	Property Insurance	24,322	27,408	93,969
461	Repair/Maintenance	30,000	24,779	39,000
494	HRS Background Screening	800	80	800
495	Cafeteria Expenses	2,000	-	2,000
496	Security (Special Events)	1,000	-	1,008
499	Annual Fire Safety Ins	350	345	360
510	General Office Supplies	2,500	1,104	3,000
515	Dues	3,000	850	3,000
520	Operating Supplies	3,700	3,735	10,000
524	Fuel	9,000	5,579	15,000
528	Uniforms	1,500	-	3,000
530	Food - After School Program	500	-	7,800
531	Misc. Expenses - After School Program	6,500	1,796	7,000
537	Program Supplies	15,000	15,417	20,000
544	Back-To-School BASH	9,500	-	10,000
561	Conference registration	-	-	2,000
	TOTAL OPERATING EXPENDITURES	263,284	156,606	425,296
	*Total Recreation Department - City	\$ 558,922	\$ 308,992	\$ 733,423

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 572020 Recreation Department - PBC

As of 4/2023

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
120	Regular Salaries & Wages	\$ 87,410	\$ 58,961	99,000
130	COLA & Performance Increase, & Part Time Wages		2,385	
	3% Cost of Living Increase	-		2,970
	2.5% Performance Increase	-		2,550
110/120/130	Salaries & Wages	87,410	61,346	104,520
150	Special Pay	-	4,000	
210	FICA Taxes	6,687	4,415	7,996
211	FRS Retirement Contributions	3,800	-	3,800
220	FLC Ret 3%	2,058	926	3,136
221	FLC Ret 4.35%	2,984	1,391	4,547
230	Life and Health Insurance	9,000	-	9,000
240	Worker's Compensation	2,588	4,750	8,957
	TOTAL PERSONNEL SERVICE	114,527	76,828	141,956
360	Travel and Per Diem	1,000	-	2,000
528	Uniforms	500	-	1,500
530	Food - After School Program	1,100	954	7,800
535	Contributions & Sponsorships	5,000	-	5,000
537	Program Supplies	7,500	2,337	12,500
561	Conference Registration	1,000	150	2,000
	TOTAL OPERATING EXPENDITURES	16,100	3,441	30,800
	*Total Recreation Department - PBC	\$ 130,627	\$ 80,269	\$ 172,756

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 572150 Parks Department

As of 4/2023

Object #	Account Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
320	Accounting & Auditing	\$ 500	\$ -	\$ 500
431	Electric Service	5,135	2,567	5,135
432	Water, Sewer & Solid Waste S	11,000	9,129	16,000
436	Solid Waste Assessment	3,357	2,969	3,357
450	General Liability Insurance	2,425	1,420	2,678
452	Property Insurance	3,363	3,790	12,993
461	Repair/Maintenane	6,853	3,721	6,853
499	Annual Fire Safety Inspection	50	50	50
520	Operating Supplies	200	-	200
525	Chemicals	500	-	500
<i>TOTAL OPERATING EXPENDITURES</i>		33,383	23,646	48,266
<i>*Total Parks Department</i>		\$ 33,383	\$ 23,646	\$ 48,266

City of Pahokee, Florida
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2024

Dept 590000 Non-Departmental

As of 4/23

Object #	Account Number/Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
310	Professional Fees	\$ 20,800	\$ 4,100	\$ 20,800
342	Copier Lease	18,500	13,166	21,000
367	Other Charges-City Hall	15,500	21,277	25,000
410	Communications - Local	11,300	7,217	12,000
413	Communications - Long Distance	2,118	-	1,000
415	Internet for City	7,200	4,344	7,500
420	Postage	5,000	3,433	6,100
431	Electric Service	8,500	4,832	10,200
432	Water, Sewer and Solid Waste	3,500	3,119	5,500
434	East Beach Water Assessment-Inc 246 E Main	6,500	2,565	6,500
436	Solid Waste Assessment	3,000	2,969	3,000
440	Rentals and Leases	2,800	-	2,808
450	General Liability Insurance	17,626	10,321	19,463
451	Auto Liability Insurance	1,933	1,429	2,696
452	Property Insurance	28,141	31,711	108,724
453	Cyber Security	-	121	229
461	Repair/Maintenance	10,192	13,428	20,000
478	Printing	200	612	1,056
480	Promotional Activities	2,250	1,877	2,250
487	Employee of the Quarter	700	-	700
488	Employee of the Year	500	-	500
499	Annual Fire Safety Inspection	200	-	200
510	General Office Supplies	4,500	4,452	5,000
515	Books, Dues & Subscripion	165	-	165
546	Fourth of July Celebration	30,000	30,000	40,000
548	Christmas Celebration	-	27,893	40,000
	TOTAL OPERATING EXPENDITURES	201,125	188,866	362,391
920	Interfund Transfer	183,595	55,000	255,692
	TOTAL INTERFUND TRANSFER	183,595	55,000	255,692
	*Total Non-Departmental	\$ 384,720	\$ 243,866	\$ 618,083

Henderson Endowment Fund



City of Pahokee, Florida
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2024

Fund 051 - Henderson Endowment

As of 4/23

Object#	Account Number/Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
	REVENUES/OTHER SOURCES			
360150	Interest Income	250	4,798	15,700
	TOTAL REVENUES/OTHER SOURCES	250	4,798	15,700
	EXPENDITURES			
539100	Interfund Tsfr Out - Cemetery	250	-	15,700
	TOTAL EXPENSES	\$ 250	\$ -	\$ 15,700

Special Revenue Fund



City of Pahokee, Florida
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2024

Fund 100 - Special Revenue Fund

		As of 4/23		
Object#	Account Number/Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
	REVENUES/OTHER SOURCES			
335800	Disc Sales Surtax 1%	\$ 450,000	\$ 266,191	\$ 480,000
	TOTAL REVENUES/OTHER SOURCES	450,000	266,191	480,000
	EXPENDITURES			
631	Capital Outlay Disc Surtax (1%)	314,766	288,113	480,000
572.911	Interfund Transfer Debt Fund	135,234	78,887	-
	TOTAL EXPENSES	\$ 450,000	\$ 367,000	\$ 480,000

ARPA INTERGOVERNMENTAL FUND



City of Pahokee, Florida
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2024

Fund 110 - ARPA Intergovernmental Fund

As of 4/23

Object#	Account Number/Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
	REVENUES/OTHER SOURCES			
335850	Intergovernmental Revenue	\$ 1,574,000		\$ 1,115,000
389408	Appropriated fund balance	-		
	TOTAL REVENUES/OTHER SOURCES	1,574,000		1,115,000
	EXPENDITURES			
555000.310	Professional Services		2,875	
555000.811	Minor Home Repairs		77,929	-
555000.812	First Time Homebuyers Assistance			85,000
555000.813	Residential Rental Assistance			62,500
913	Interfund Tsfr Out			542,500
600	Infrastructure			425,000
555000.600	Capital Outlay	1,574,000		
	TOTAL EXPENSES	\$ 1,574,000	\$ 80,804	\$ 1,115,000

Debt Service Fund



City of Pahokee, Florida
Schedule of Revenues
For The Fiscal Year Ending September 30, 2024

Fund 220- Debt Fund

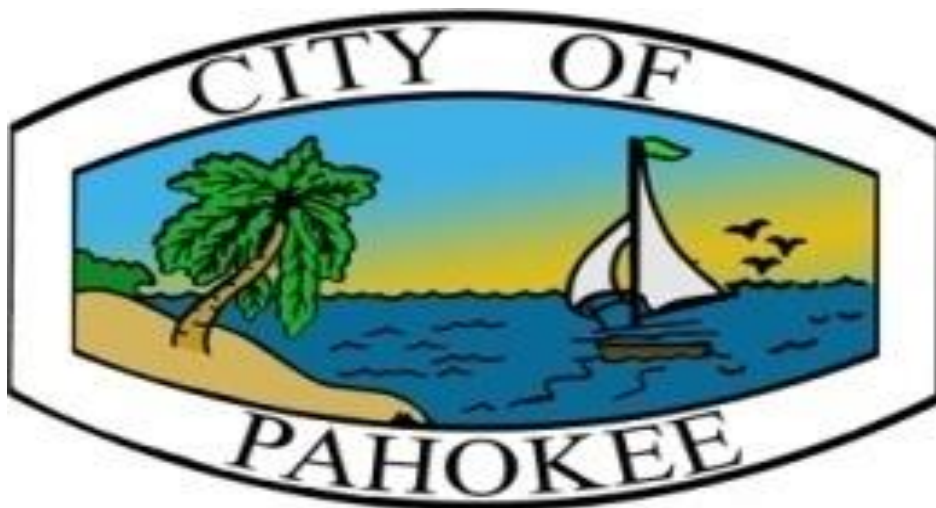
Object #	Account Number/Name	Amended Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
	REVENUES/OTHER SOURCES			
	Subtotal - Capital Projects - Revenues	-	-	-
381220	Interfund transfer in from Special Revenue Fund	135,234	-	-
	TOTAL Debt Service Fund REVENUES	\$ 135,234	\$ -	\$ -

City of Pahokee, Florida
Schedule of Expenses
For The Fiscal Year Ending September 30, 2024

Debt Fund

Object #	Account Number/Name	Amended Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
711	Principal on Loan	130,630		-
721	Interest Expense	4,604		-
	TOTAL OPERATING EXPENSE	135,234	-	-
	Interfund Transfer	-	-	-
	Total Interfund Transfer	-	-	-
		-	-	-
	*Total Debt Service Fund	\$ 135,234	\$ -	\$ -

Capital Project Fund



City of Pahokee, Florida
Schedule of Revenues
For The Fiscal Year Ending September 30, 2024

Fund 330 - Capital Project Fund

As of 4/23

Object #	Account Number/Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
	REVENUES/OTHER SOURCES			
334255	F LDOT road grant	\$ 1,103,943	\$ 721,982	\$ 1,200,000
334302	East Lake Village (Storm Drains)	750,000	-	-
334303	Brownfield Grant		-	
334300	SWA Grant	40,000		-
369098	Other Micellaneous Revenues		-	
	Subtotal - Capital Projects - Revenues	1,893,943	721,982	1,200,000
	Interfund transfer in	-		-
	TOTAL CAPITAL PROJECTS REVENUES	\$ 1,893,943	\$ 721,982	\$ 1,200,000

City of Pahokee, Florida
Schedule of Expenses
For The Fiscal Year Ending September 30, 2024

Fund 330 Capital Project Fund

		As of 4/23		
Object #	Account Number/Name	Adopted Budget 2022-2023	Actual Budget 2022-2023	Proposed Budget 2023-2024
	Capital Outlay (FDOT Road Project) Barfield			
600	Hwy	\$ 1,103,943	\$ 3,113,659	\$ 900,000
600	Capital Outlay FDOT -McClure	-		300,000
541.635	East Lake Village (Storm Drains)	750,000	403,702	-
572.623	MLK Park		6,950	-
541.634	SWA Grant	40,000	74,898	-
	TOTAL OPERATING EXPENSE	1,893,943	3,599,209	1,200,000
	*Total Capital Project Fund	\$ 1,893,943	\$ 3,599,209	\$ 1,200,000

Marina Fund



City of Pahokee, Florida
Schedule of Revenues
For The Fiscal Year Ending September 30, 2024

Fund 445 - Marina & Campground

As 4/2023

Object #	Account Number/Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
	REVENUES/OTHER SOURCES			
347510	Marina Campground Revenue	\$ 165,250	\$ 107,173	\$ 183,725
	Rents and Other Misc	-	13,737	23,548
	Subtotal - Marina Revenues	165,250	120,910	207,273
381001	Interfund transfer - General Fund	183,595	32,000	178,826
	TOTAL MARINA & CAMPGROUND REVENUES/OTHER SOURCES	\$ 348,845	\$ 152,910	\$ 386,099

City of Pahokee, Florida
Schedule of Expenses
For The Fiscal Year Ending September 30, 2024

Dept 575000 Marina & Campground

As 4/2023

Object #	Account Number/Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
110/120	Regular Salaries & Wages	\$ 17,000	\$ 10,440	\$ 19,188
130	COLA & Performance Increase, & Part Time Wages		421	
	3.0% Cost of Living Increase			576
	2.5% Performance Increase			494
110/120/130	Regular Salaries & Wages			20,258
210	FICA Taxes	1,300	733	1,550
220	FLC Ret 3%	510	326	608
221	FLC Ret 4.35%	740	472	881
230	Life and Health Insurance	3,609	2,878	5,428
	TOTAL PERSONNEL SERVICE	23,159	15,270	28,725
310	Professional Fees	1,700	692	1,700
311	Drug Testing	100	-	100
320	Accounting & Auditing	500	-	500
354	Permits	1,800	550	1,000
410	Communications Local Services	1,500	811	1,269
413	Communications Long Distance	285	-	285
415	Internet Services	6,000	3,692	6,330
431	Electric Services	65,000	30,398	65,000
432	Water, Sewer & Solid Waste	125,000	44,001	90,000
434	East Beach Water Assessment	-	1,020	1,020
436	Solid Waste Assessment	8,500	7,917	13,571
444	DNR Annual Adm Fee	300	-	397
450	General Liability Insurance	694	406	766
452	Property Insurance	11,607	13,080	44,844
461	Repair/Maintenance	60,000	49,521	84,894
490	Advertising	8,500	-	4,500
492	Bank Charges/Fees	1,000	792	1,600
499	Annual Fire Safety	6,000	-	6,000
510	General Office Supplies	1,500	-	1,305
515	Dues	200	-	467
520	Operating Supplies	20,000	15,163	25,993
640	Equipment	500	-	833
	TOTAL OPERATING EXPENSE	320,686	168,043	352,374
600	Capital Outlay	5,000	-	5,000
	TOTAL CAPITAL OUTLAY	5,000	-	5,000
	Sub-Total Marina Expenditures	348,845	183,313	386,099
	Interfund Transfer Out to General Fund	-	-	-
	*Total Marina & Campground Expenses	\$ 348,845	\$ 183,313	\$ 386,099

Cemetery Fund



City of Pahokee, Florida
Schedule of Revenues
For The Fiscal Year Ending September 30, 2024

Fund 450 - Cemetery

As 4/2023

Object#	Account Number/Name	Adopted Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
346920	Pre-Need Prepetual Care	2,800	2,000	3,429
346921	Perpetual Care Fees	13,000	6,401	13,000
361010	Restricted Interest- Perpetual	100	40	69
363653	Pre-Need Open/Closing	-	1,980	3,394
363654	Private Openings and Closing	43,000	23,726	43,000
364111	Sale of Cemetery Lot- Private	32,000	16,997	32,000
364112	Sale of Cemetery Lot- PreNeed	25,000	3,500	6,000
364121	Sale of Vault Liners- Private	17,000	11,491	19,699
364123	Sale of Vault Liners- PreNeed	3,000	-	4,333
364130	Marker Installation- Private	500	-	500
364132	Vault Service	3,000	750	1,286
364150	Cremation Fees	2,000	1,000	2,000
364171	Sale of Memorials- At Need	1,700	300	1,704
364172	Sale of Memorial- PreNeed	500	-	500
364181	Sale of Crypts-At Need	25,000	14,185	25,000
364182	Sale of Crypts - Preneed	1,000	9,690	16,611
369042	Cemetery Land Lease Income	3,500	2,268	3,888
369098	Other Miscellaneous Revenues	1,376	100	200
	Subtotal - Cemetery Revenues	174,476	94,428	176,613
381001	Interfund transfer in-From General Fund	34,205	23,000	76,866
381100	Interfund Trns In- Henderson		2,804	15,700
	Total Cemetery Revenues/Other Sources	\$ 208,681	\$ 120,232	\$ 269,179

City of Pahokee, Florida
Schedule of Expenses
For The Fiscal Year Ending September 30, 2024

Dept 539000 Cemetery

As 4/2023

Object #	Account Number/Name	Amended Budget 2022-2023	Actual YTD 2022-2023	Proposed Budget 2023-2024
110/120/130	Regular Salaries & Wages	\$ 86,420	48,206	\$ 111,176
130	COLA & Performance Increase, & Part Time Wages		1,451	
	3 % Cost of Living Increase			3,335
	2.5% Performance Increase			2,863
110/120/130	Regular Salaries & Wages			117,374
210	FICA Taxes	6,652	3,824	8,980
220	FLC Ret 3%	2,434	1,009	3,521
221	FLC Ret 4.35%	3,529	1,463	5,106
230	Life and Health Insurance	18,172	11,339	19,500
240	Worker's Compensation	4,485	8,232	15,522
	TOTAL PERSONNEL SERVICE	121,692	75,524	170,003
320	Accounting & Auditing	4,500	850	4,500
360	Travel & Per Diem	500	-	1,000
410	Communications - Local Servi	8,000	6,095	12,000
413	Communications - Long Distan	400	235	403
415	Internet Service	2,000	875	1,700
2/23/1901	Postage	200	-	200
431	Electric Service	2,700	1,066	2,500
432	Water, Sewer & Solid Waste	1,600	891	1,800
442	License	100	-	100
450	General Liability Insurance	2,453	1,436	2,709
451	Auto Liability Insurance	500	370	697
452	Property Insurance	2,506	2,824	9,682
461	Repair/Maintenance	11,000	13,651	10,000
510	General Office Supplies	2,000	1,444	2,000
520	Operating Supplies	3,500	3,185	3,500
524	Fuel	7,000	2,929	5,500
525	Chemicals	100	-	367
526	Small Equipment	1,000	-	2,571
528	Uniforms	250	-	417
529	Protective Apparel	-		
551	COS Markers (Memorial Sales)	24,000	22,441	24,333
552	COS Lot Markers	1,000	-	1,000
553	COS Vault Liners	11,680	6,940	11,897
559	Books & Subscriptions	-	-	300
	TOTAL OPERATING EXPENSE	86,989	65,232	99,176
	*Total Cemetery Expenses	\$ 208,681	\$ 140,756	\$ 269,179



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Rodney D. Lucas, City Manager

FROM: City Clerk's Office

SUBJECT: Observed Holidays for Fiscal Year 2023-2024

DATE: May 31, 2023

GENERAL SUMMARY/BACKGROUND:

Pursuant to Article I Section 2-1 Legal holidays; closing of city hall, the City Commission adopts a holiday schedule annually for the City of Pahokee.

BUDGET IMPACT: N/A

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2023-57, approving the Observed Holidays for Fiscal Year 2023-2024.

ATTACHMENTS:

Resolution 2023-57

RESOLUTION 2023 - 57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE OBSERVED HOLIDAYS FOR FISCAL YEAR 2023/2024 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 the 2023-2024 Fiscal Year; 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 FOLLOWS:

Section 1. Adoption of Representations. The foregoing “Whereas” clauses are hereby true and correct and incorporated by reference.

Section 2. Adoption of Observed Holidays. The City Commission of the City of Pahokee hereby adopts the Observed Holidays for Fiscal Year 2023/2024 set forth on Exhibit “A.”

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

PASSED and ADOPTED this 26th day of September 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

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

Burnadette Norris-Weeks, Esq., 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"Proposed Holidays 2023 - 2024

Columbus Day	October 9 th 2023 (*Floating)
Veterans Day	November 10 th , 2023
Thanksgiving	November 23 rd & 24 th 2023
Christmas Weekend	December 22 th – 25 th 2023
New Year's Weekend	December 29 th 2023 – January 1 st , 2024
Martin Luther King Jr. Day	January 15 th , 2024
Presidents' Day	February 19 th , 2024
Memorial Day	May 27 th , 2024
Juneteenth Day	June 19 th 2024
Independence Day	July 4 th & 5 th *, 2024 (*Floating)
Labor Day	September 2 nd , 2024



AGENDA
MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS
VIA: RODNEY LUCAS, CITY MANAGER
FROM: Human Resource
SUBJECT: Employee benefits for Fiscal Year 2023-2024
DATE: September 15, 2023

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee needs to approve the employee benefits package for the upcoming fiscal year of 2023-2024. The Gehring Group, the cities current insurance broker, has put coverages out for bid. We selected to same with our same carriers and accept the renewal increases under Florida Blue BlueCare for health and Humana life insurance, Humana for Dental and Humana for Vision. There are small increases to Medical Coverage of 2.3% and 3.2% increase in Voluntary Life coverage. Our dental coverage will have a minor decrease of 1%. Our vision will stay the same as the rates had been guaranteed for 2 years. City Manager would like to request authorization to move forward with the above-mentioned reimbursement.

BUDGET IMPACT: No

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

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

ATTACHMENTS:

Resolution 2023 – 58
Exhibit “A”

RESOLUTION 2023 – 58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE RENEWAL AND ACCEPTANCE OF THE EMPLOYEE BENEFITS PACKAGE, ATTACHED HERETO AS COMPOSITE EXHIBIT “A”, FROM FLORIDA BLUE BLUECARE FOR HEALTH; HUMANA FOR LIFE INSURANCE, HUMANA DENTAL AND HUMANA VISION; 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 Gehring Group is the City’s current insurance broker and has put coverages out for bid for the 2023-2024 fiscal year; and

WHEREAS, the City desires to maintain the current insurance carriers and accept the renewal increases from Florida BlueCare for health, Humana Life Insurance, Humana for Dental and Human for Vision consistent with attached Composite Exhibit “A”; and

WHEREAS, there would be an increase to medical coverage of 2.3% and a 3.2% increase for voluntary life coverage, with dental coverage having a 1% decrease; and

WHEREAS, the vision rates will stay the same as the current year; and

WHEREAS, the City Commission finds that approval of the proposed rates is in the best interest of the City of Pahokee.

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, Florida hereby authorizes and approves the renewal and acceptance of the employee benefits package, attached hereto as Composite 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 ____ day of September, **2023**.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, 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)

COMPOSITE EXHIBIT "A"

Explanation of insurance renewal with same Carrier

(attached)

City of Pahokee

2023-2024 RFP Evaluation

Medical, Dental, Vision, Life & Voluntary Life

August 9th, 2023

2023-2024 Medical RFP Evaluation

City of Pahokee
Renewal & RFP Evaluation - **Medical**
Effective Date: October 1, 2023

Schedule of Benefits	CURRENT		RENEWAL		ALTERNATE #1	
	Florida Blue - BlueCare 16253	Florida Blue - BlueCare 14256	Florida Blue - BlueCare 16253	Florida Blue - BlueCare 14256	Florida Blue - BlueCare 17251	Florida Blue - BlueCare 14253
	<i>In Network Only</i>	<i>In Network Only</i>	<i>In Network Only</i>	<i>In Network Only</i>	<i>In Network Only</i>	<i>In Network Only</i>
Deductible (Calendar Year - CYD)						
Single	\$3,400	\$1,000	\$4,250	\$1,000	\$0	\$500
Family	\$6,800	\$3,000	\$8,500	\$3,000	\$0	\$1,500
Coinsurance	0%	20%	0%	20%	0%	20%
Maximum Out of Pocket (MOOP)						
Single	\$8,200	\$4,500	\$9,050	\$4,900	\$8,400	\$2,000
Family	\$16,400	\$9,000	\$18,100	\$9,800	\$16,800	\$6,000
Non-Hospital Services						
Physician Office Visit	\$25	\$20	\$25	\$20	\$40	\$10
Specialist Visit	\$55	\$45	\$55	\$45	\$80	\$25
Preventive Services (Wellness)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Clinical Laboratory Services	\$55	\$25	\$55	\$25	\$50	\$25
Advanced Imaging (MRI, PET, CT scans)	\$350	\$250	\$350	\$250	\$750	\$75
Outpatient Surgery in Surgical Center	\$400	\$200	\$400	\$200	\$1,000	\$100
Physician Services at Surgical Center	\$150	\$100	\$150	\$100	\$50	No Charge
Urgent Care Center	\$60	\$50	\$60	\$50	\$85	\$30
Hospital Services						
Inpatient Hospital	CYD + \$1,000/adm	\$500/day; \$2,500 max	CYD + \$1,000/adm	\$500/day; \$2,500 max	\$2,000/day; \$6,000 max	\$250/day; \$750 max
Outpatient Hospital	\$500	\$350	\$500	\$350	\$1,800	\$200
Physician Services at Hospital	\$150	\$100	\$150	\$100	\$50	No Charge
Emergency Room Visit	\$300 after CYD	\$350	\$300 after CYD	\$350	\$700	\$100
Mental Health / Substance Abuse Services						
Inpatient Facility	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Outpatient Services	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Prescription Drug Benefits						
Tier 1	\$0 / \$4 / \$15	\$0 / \$4 / \$15	\$0 / \$4 / \$15	\$0 / \$4 / \$15	\$0 / \$4 / \$25	\$0 / \$4 / \$10
Tier 2	\$30 / \$75	\$30 / \$60	\$30 / \$75	\$30 / \$60	\$75 / \$150	\$15 / \$30
Tier 3	\$150	\$100	\$150	\$100	\$250	\$50
Tier 4	N/A	N/A	N/A	N/A	N/A	N/A
Tier 5 - Specialty	\$300	\$200	\$300	\$200	\$350	\$150
Mail Order (90 day supply)	2x Retail	2x Retail	2x Retail	2x Retail	2x Retail	2x Retail
Rates	1 2¹					
Employee Only	2 21	\$668.39	\$799.49	\$699.78	\$816.76	\$711.88
Employee + Spouse	0 1	\$1,336.77	\$1,598.99	\$1,399.56	\$1,633.52	\$1,423.76
Employee + Child(ren)	0 3	\$1,236.52	\$1,479.06	\$1,294.59	\$1,511.00	\$1,316.98
Employee + Family	0 0	\$1,904.90	\$2,278.56	\$1,994.37	\$2,327.76	\$2,028.86
Monthly Premium	2 25	\$1,337	\$22,825	\$1,400	\$23,318	\$1,424
Annual Premium	27	\$16,041	\$273,906	\$16,795	\$279,822	\$17,085
TOTAL Premium		\$289,947		\$296,616		\$339,865
Annual \$ Increase/(Decrease)		N/A		\$6,670		\$49,918
Annual % Increase/(Decrease)		N/A		2.3%		17.2%

¹Lives from July Invoice

City of Pahokee
Renewal & RFP Evaluation - **Medical**
Effective Date: October 1, 2023

Schedule of Benefits	CURRENT		ALTERNATE #2	
	Florida Blue - BlueCare 16253	Florida Blue - BlueCare 14256	UnitedHealthcare NHP - NHP HMO CWCY	UnitedHealthcare NHP - NHP HMO CWA4
	<i>In Network Only</i>	<i>In Network Only</i>	<i>In Network Only</i>	<i>In Network Only</i>
Deductible (Calendar Year - CYD)				
Single	\$3,400	\$1,000	\$3,500	\$1,500
Family	\$6,800	\$3,000	\$7,000	\$3,000
Coinsurance	0%	20%	50%	30%
Maximum Out of Pocket (MOOP)				
Single	\$8,200	\$4,500	\$9,100	\$5,000
Family	\$16,400	\$9,000	\$18,200	\$10,000
Non-Hospital Services				
Physician Office Visit	\$25	\$20	\$50	\$30
Specialist Visit	\$55	\$45	\$100	\$120
Preventive Services (Wellness)	No Charge	No Charge	No Charge	No Charge
Clinical Laboratory Services	\$55	\$25	\$50	\$50
Advanced Imaging (MRI, PET, CT scans)	\$350	\$250	DDP: 50% after CYD , NDDP: \$500 POD + 50% after CYD	DDP: 50% after CYD , NDDP: \$500 POD + 50% after CYD
Outpatient Surgery in Surgical Center	\$400	\$200	50% after CYD	30% after CYD
Physician Services at Surgical Center	\$150	\$100	50% after CYD	30% after CYD
Urgent Care Center	\$60	\$50	\$75	\$75
Hospital Services				
Inpatient Hospital	CYD + \$1,000/adm	\$500/day; \$2,500 max	50% after CYD	30% after CYD
Outpatient Hospital	\$500	\$350	50% after CYD	30% after CYD
Physician Services at Hospital	\$150	\$100	50% after CYD	30% after CYD
Emergency Room Visit	\$300 after CYD	\$350	50% after CYD	\$750
Mental Health / Substance Abuse Services				
Inpatient Facility	No Charge	No Charge	50% after CYD	30% after CYD
Outpatient Services	No Charge	No Charge	\$100	\$60
Prescription Drug Benefits				
Tier 1	\$0 / \$4 / \$15	\$0 / \$4 / \$15	\$15	\$10
Tier 2	\$30 / \$75	\$30 / \$60	\$50	\$40
Tier 3	\$150	\$100	\$150	\$140
Tier 4	N/A	N/A	\$300	\$300
Tier 5 - Specialty	\$300	\$200	\$15/\$50/\$150/\$500	\$10/\$40/\$140/\$500
Mail Order (90 day supply)	2x Retail	2x Retail	2.5x Retail	2.5x Retail
Rates	1 2¹			
Employee Only	2 21		\$828.14	\$973.25
Employee + Spouse	0 1		\$1,656.28	\$1,946.50
Employee + Child(ren)	0 3		\$1,532.06	\$1,800.51
Employee + Family	0 0		\$2,360.19	\$2,773.76
Monthly Premium	2 25	\$1,337	\$22,825	\$1,656
Annual Premium	27	\$16,041	\$273,906	\$19,875
TOTAL Premium		\$289,947	\$353,311	
Annual \$ Increase/(Decrease)		N/A	\$63,364	
Annual % Increase/(Decrease)		N/A	21.9%	

¹Lives from July Invoice

Quoted UHC plans include CareCash.
UHC rates may vary based on final enrollment.

2023-2024 Dental RFP Evaluation

City of Pahokee
Renewal & RFP Evaluation - Dental PPO
Effective Date: October 1, 2023

	Current		Renewal		Alternate #1		Alternate #2	
SCHEDULE OF BENEFITS	Humana		Humana		Guardian		The Standard	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Annual Benefit Maximum	Unlimited	Unlimited	Unlimited	Unlimited	\$3,000	\$3,000	\$5,000	\$5,000
Do Class 1 services apply toward Annual Max?	Yes		Yes		Yes		Yes	
Waiting Period(s)	None		None		Ortho - 12 months		None	
Deductible	Calendar Year		Calendar Year		Calendar Year		Calendar Year	
Single/Family	\$50/\$150		\$50/\$150		\$50/\$150		\$50/\$150	
Is deductible waived for Class 1 services?	Yes		Yes		Yes		Yes	
Class 1 Services: Preventive and Diagnostic								
Office Visit	100%	100%	100%	100%	100%	100%	100%	100%
Routine Oral Exam	100%	100%	100%	100%	100%	100%	100%	100%
Routine Cleaning	100% (2x/year)	100%	100% (2x/year)	100%	100% (1x/6months)	100%	100% (4x/year)	100%
Complete X-rays	100%	100%	100%	100%	100%	100%	100%	100%
Bitewing X-rays	100%	100%	100%	100%	100%	100%	100%	100%
Class 2 Services: Basic Restorative								
Fillings	80%	80%	80%	80%	80%	80%	80%	80%
Simple Extractions (Oral Surgery)	80%	80%	80%	80%	80%	80%	80%	80%
Class 3 Services: Major Restorative								
Periodontics	50%	50%	50%	50%	50%	50%	50%	50%
Endodontics	50%	50%	50%	50%	50%	50%	50%	50%
Bridges	50%	50%	50%	50%	50%	50%	50%	50%
Crowns	50%	50%	50%	50%	50%	50%	50%	50%
Dentures	50%	50%	50%	50%	50%	50%	50%	50%
Implants	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Class 4 Services: Orthodontia								
Orthodontia Lifetime Maximum (Adult & Child)	50% up to \$2,000		50% up to \$2,000		50% up to \$2,000		50% up to \$2,000	
Dental Plan Reimbursement Level								
Benefits Reimbursement Level	Fee Schedule	Fee Schedule	Fee Schedule	Fee Schedule	Fee Schedule	Fee Schedule	Fee Schedule	Fee Schedule
Required Participation	Current		Current		75% of eligible employees		Greater of 20% or 10 enrolled	
Rate Guarantee	Expires 9/30/2023		Expires 9/30/2024		Expires 9/30/2024		Expires 9/30/2024	
Rates	Lives ¹							
Employee	4	\$37.02		\$36.62		\$27.98		\$31.00
Employee + Spouse	1	\$74.05		\$73.24		\$56.80		\$61.37
Employee + Child(ren)	2	\$106.61		\$105.58		\$78.64		\$87.18
Employee + Family	2	\$146.88		\$145.44		\$115.25		\$117.56
Monthly Premium	9	\$729		\$722		\$557		\$595
Annual Premium		\$8,749		\$8,661		\$6,678		\$7,138
Annual \$ Increase/Decrease		N/A		-\$88		-\$2,071		-\$1,611
Annual % Increase/Decrease		N/A		-1.0%		-23.7%		-18.4%

¹ Lives from July Invoice

City of Pahokee
Renewal & RFP Evaluation - Dental PPO
Effective Date: October 1, 2023

	Current		Alternate #3		Alternate #4		Alternate #5	
SCHEDULE OF BENEFITS	Humana		MetLife		Principal		Lincoln	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Annual Benefit Maximum	Unlimited	Unlimited	\$2,500	\$2,500	\$3,000	\$3,000	\$3,000	\$3,000
Do Class 1 services apply toward Annual Max?	Yes		Yes		Yes		Yes	
Waiting Period(s)	None		None		None		None	
Deductible	Calendar Year		Calendar Year		Calendar Year		Calendar Year	
Single/Family	\$50/\$150		\$50/\$150		\$50/\$150		\$50/\$150	
Is deductible waived for Class 1 services?	Yes		Yes		Yes		Yes	
Class 1 Services: Preventive and Diagnostic								
Office Visit	100%	100%	100%	100%	100%	100%	100%	100%
Routine Oral Exam	100%	100%	100%	100%	100%	100%	100%	100%
Routine Cleaning	100% (2x/year)	100%	100% (2x/year)	100%	100% (4x/year)	100%	100% (2x/year)	100%
Complete X-rays	100%	100%	100%	100%	100%	100%	100%	100%
Bitewing X-rays	100%	100%	100%	100%	100%	100%	100%	100%
Class 2 Services: Basic Restorative								
Fillings	80%	80%	80%	80%	80%	80%	80%	80%
Simple Extractions (Oral Surgery)	80%	80%	80%	80%	80%	80%	80%	80%
Class 3 Services: Major Restorative								
Periodontics	50%	50%	50%	50%	50%	50%	50%	50%
Endodontics	50%	50%	50%	50%	50%	50%	50%	50%
Bridges	50%	50%	50%	50%	50%	50%	50%	50%
Crowns	50%	50%	50%	50%	50%	50%	50%	50%
Dentures	50%	50%	50%	50%	50%	50%	50%	50%
Implants	N/A	N/A	50%	50%	N/A	N/A	N/A	N/A
Class 4 Services: Orthodontia								
Orthodontia Lifetime Maximum (Adult & Child)	50% up to \$2,000		50% up to \$2,000		50% up to \$2,000		50% up to \$2,000 (Child Only)	
Dental Plan Reimbursement Level								
Benefits Reimbursement Level	Fee Schedule	Fee Schedule	Fee Schedule	Fee Schedule	Fee Schedule	Fee Schedule	Fee Schedule	90th Percentile
Required Participation	Current		75% and 10 enrolled		Greater of 20% or 5 enrolled		10 enrolled and 5 dependent children	
Rate Guarantee	Expires 9/30/2023		Expires 9/30/2024		Expires 9/30/2024		Expires 9/30/2024	
Rates	Lives ¹							
Employee	4	\$37.02		\$35.30		\$35.65		\$51.32
Employee + Spouse	1	\$74.05		\$71.38		\$71.31		\$99.42
Employee + Child(ren)	2	\$106.61		\$83.15		\$102.66		\$112.21
Employee + Family	2	\$146.88		\$128.10		\$141.43		\$174.66
Monthly Premium	9	\$729		\$635		\$702		\$878
Annual Premium		\$8,749		\$7,621		\$8,425		\$10,541
Annual \$ Increase/Decrease		N/A		-\$1,128		-\$324		\$1,792
Annual % Increase/Decrease		N/A		-12.9%		-3.7%		20.5%

¹ Lives from July Invoice

City of Pahokee
Renewal & RFP Evaluation - Dental PPO
Effective Date: October 1, 2023

	Current		Alternate #6		Alternate #7		Alternate #8	
SCHEDULE OF BENEFITS	Humana		Beam		Unum		Ameritas	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Annual Benefit Maximum	Unlimited	Unlimited	\$5,000	\$5,000	\$5,000	\$5,000	\$1,500	\$1,500
Do Class 1 services apply toward Annual Max?	Yes		Yes		Yes		Yes	
Waiting Period(s)	None		None		None		None	
Deductible	Calendar Year		Calendar Year		Calendar Year		Calendar Year	
Single/Family	\$50/\$150		\$50/\$150		\$50/\$150		\$50/\$150	
Is deductible waived for Class 1 services?	Yes		Yes		Yes		Yes	
Class 1 Services: Preventive and Diagnostic								
Office Visit	100%	100%	100%	100%	100%	100%	100%	100%
Routine Oral Exam	100%	100%	100%	100%	100%	100%	100%	100%
Routine Cleaning	100% (2x/year)	100%	100% (2x/year)	100%	100% (2x/year)	100%	100% (2x/year)	100%
Complete X-rays	100%	100%	100%	100%	100%	100%	100%	100%
Bitewing X-rays	100%	100%	100%	100%	100%	100%	100%	100%
Class 2 Services: Basic Restorative								
Fillings	80%	80%	80%	80%	80%	80%	80%	80%
Simple Extractions (Oral Surgery)	80%	80%	50%	50%	80%	80%	80%	80%
Class 3 Services: Major Restorative								
Periodontics	50%	50%	80%	80%	50%	50%	50%	50%
Endodontics	50%	50%	80%	80%	50%	50%	50%	50%
Bridges	50%	50%	50%	50%	50%	50%	50%	50%
Crowns	50%	50%	50%	50%	50%	50%	50%	50%
Dentures	50%	50%	50%	50%	50%	50%	50%	50%
Implants	N/A	N/A	50%	50%	50%	50%	N/A	N/A
Class 4 Services: Orthodontia								
Orthodontia Lifetime Maximum (Adult & Child)	50% up to \$2,000		50% up to \$2,000 (Child Only)		50% up to \$2,000		50% up to \$1,000 (Child Only)	
Dental Plan Reimbursement Level								
Benefits Reimbursement Level	Fee Schedule	Fee Schedule	MAC	MAC	Fee Schedule	Fee Schedule	Fee Schedule	90th Percentile
Required Participation	Current		2 enrolled		75% of eligible employees		Greater of 20% or 3 lives	
Rate Guarantee	Expires 9/30/2023		Expires 9/30/2025		Expires 9/30/2024		Expires 9/30/2024	
Rates	Lives ¹							
Employee	4	\$37.02		\$35.31		\$37.08		\$45.64
Employee + Spouse	1	\$74.05		\$70.63		\$73.29		\$91.44
Employee + Child(ren)	2	\$106.61		\$88.82		\$92.21		\$120.84
Employee + Family	2	\$146.88		\$124.13		\$138.64		\$166.64
Monthly Premium	9	\$729		\$638		\$683		\$849
Annual Premium		\$8,749		\$7,653		\$8,200		\$10,188
Annual \$ Increase/Decrease		N/A		-\$1,096		-\$550		\$1,438
Annual % Increase/Decrease		N/A		-12.5%		-6.3%		16.4%

¹ Lives from July Invoice

City of Pahokee
Renewal & RFP Evaluation - **Dental HMO**
Effective Date: October 1, 2023

		Current	Renewal	Alternate #1	Alternate #2
SCHEDULE OF BENEFITS		Humana Dental Prepaid HS210	Humana Dental Prepaid HS210	Guardian Managed Dental Care N300M	The Standard Solstice S700B
Plan Basics	Code	<i>In Network Only</i>	<i>In Network Only</i>	<i>In Network Only</i>	<i>In Network Only</i>
Calendar Year Maximum					
Office Visit	D9430	\$10	\$10	\$0	\$0
Periodic Exam	D0120	\$0	\$0	\$0	\$0
Full Mouth X-rays (Bitewings)	D0210	\$0	\$0	\$0	\$0
Prophylaxis (Cleaning)	D1110	\$0	\$0	\$0	\$0
Restorative Services (Fillings)					
Amalgam - 1 surface	D2140	\$20	\$20	\$8	\$0
Resin - 1 surface - anterior	D2330	\$35	\$35	\$20	\$30
Anesthesia/Nitrous Oxide	D9230	\$30	\$30	\$25	\$20
Crowns					
Porcelain fused to High Noble Metal	D2750	\$350	\$350	\$375	\$245
Full Cast High Noble Metal	D2790	\$350	\$350	\$375	\$245
Endodontics (Root Canal Services)					
Anterior	D3310	\$135	\$135	\$120	\$110
Bicuspid	D3320	\$240	\$240	\$140	\$195
Molar	D3330	\$310	\$310	\$180	\$245
Periodontics					
Gingivectomy (per quad)	D4210	\$135	\$135	\$125	\$175
Scaling and Root Planning (per quad)	D4341	\$70	\$70	\$50	\$50
Extraction Services (Oral Surgery)					
Single Tooth	D7111	\$0	\$0	\$12	\$50
Partial Bony Impaction	D7230	\$85	\$85	\$80	\$65
Complete Bony Impaction	D7240	\$105	\$105	\$110	\$80
Orthodontia					
Comprehensive Treatment - Child (<19)	D8080	\$2,195	\$2,195	\$1,895	\$2,250
Comprehensive Treatment - Adult	D8090	\$2,195	\$2,195	\$2,195	\$2,350
Required Participation		Current	Current	2 enrolled	60%
Rate Guarantee		Expires 9/30/2023	Expires 9/30/2024	Expires 9/30/2024	Expires 9/30/2024
Rates	Lives¹				
Employee	8	\$12.95	\$12.95	\$13.48	\$14.23
Employee + Spouse	3	\$25.91	\$25.91	\$26.94	\$24.90
Employee + Child(ren)	4	\$29.14	\$29.14	\$27.96	\$30.83
Employee + Family	1	\$46.89	\$46.89	\$43.75	\$39.13
Monthly Premium	16	\$345	\$345	\$344	\$351
Annual Premium		\$4,137	\$4,137	\$4,131	\$4,212
\$ Increase / (Decrease)		N/A	\$0	-\$6	\$75
% Increase / (Decrease)		N/A	0.0%	-0.2%	1.8%

¹ Lives from July Invoice

City of Pahokee
Renewal & RFP Evaluation - **Dental HMO**
Effective Date: October 1, 2023

		Current	Alternate #3	Alternate #4	Alternate #5
SCHEDULE OF BENEFITS		Humana Dental Prepaid HS210	MetLife MET335	Principal Solstice S800B	Lincoln DentalConnect S700B
Plan Basics	Code	In Network Only	In Network Only	In Network Only	In Network Only
Calendar Year Maximum					
Office Visit	D9430	\$10	\$0	\$5	\$0
Periodic Exam	D0120	\$0	\$0	\$0	\$0
Full Mouth X-rays (Bitewings)	D0210	\$0	\$0	\$0	\$0
Prophylaxis (Cleaning)	D1110	\$0	\$5	\$0	\$0
Restorative Services (Fillings)					
Amalgam - 1 surface	D2140	\$20	\$12	\$16	\$0
Resin - 1 surface - anterior	D2330	\$35	\$12	\$37	\$30
Anesthesia/Nitrous Oxide	D9230	\$30	\$15	\$20	\$20
Crowns					
Porcelain fused to High Noble Metal	D2750	\$350	\$335	\$290	\$245
Full Cast High Noble Metal	D2790	\$350	\$335	\$290	\$245
Endodontics (Root Canal Services)					
Anterior	D3310	\$135	\$130	\$240	\$110
Bicuspid	D3320	\$240	\$215	\$250	\$195
Molar	D3330	\$310	\$305	\$350	\$245
Periodontics					
Gingivectomy (per quad)	D4210	\$135	\$150	\$182	\$175
Scaling and Root Planning (per quad)	D4341	\$70	\$60	\$80	\$50
Extraction Services (Oral Surgery)					
Single Tooth	D7111	\$0	\$5	\$65	\$50
Partial Bony Impaction	D7230	\$85	\$65	\$107	\$65
Complete Bony Impaction	D7240	\$105	\$135	\$162	\$80
Orthodontia					
Comprehensive Treatment - Child (<19)	D8080	\$2,195	\$2,410	\$2,775	\$2,250
Comprehensive Treatment - Adult	D8090	\$2,195	\$2,410	\$2,875	\$2,350
Required Participation		Current	5 enrolled	Greater of 20% or 5 enrolled	2 enrolled
Rate Guarantee		Expires 9/30/2023	Expires 9/30/2024	Expires 9/30/2024	Expires 9/30/2024
Rates	Lives¹				
Employee	8	\$12.95	\$11.67	\$11.15	\$15.57
Employee + Spouse	3	\$25.91	\$23.92	\$19.52	\$27.25
Employee + Child(ren)	4	\$29.14	\$27.01	\$24.16	\$33.74
Employee + Family	1	\$46.89	\$40.32	\$30.67	\$42.82
Monthly Premium	16	\$345	\$313	\$275	\$384
Annual Premium		\$4,137	\$3,762	\$3,301	\$4,609
\$ Increase / (Decrease)		N/A	-\$376	-\$837	\$472
% Increase / (Decrease)		N/A	-9.1%	-20.2%	11.4%

¹ Lives from July Invoice

2023-2024 Vision Renewal Evaluation

City of Pahokee
Renewal Evaluation - Vision
Effective Date: October 1, 2023

SCHEDULE OF BENEFITS		Current Humana		Renewal Humana	
Examination		In-Network	Out-of-Network	In-Network	Out-of-Network
Eye Exam Copay		\$0	Up to \$30	\$0	Up to \$30
Materials Copay		\$0	Varies	\$0	Varies
Retinal Imaging		Up to \$39	Not Covered	Up to \$39	Not Covered
Frequency					
Examination		Every 12 months		Every 12 months	
Lenses or Contact Lenses		Every 12 months		Every 12 months	
Frames		Every 24 months		Every 24 months	
Lenses					
Single		\$0	Up to \$25	\$0	Up to \$25
Bifocal		\$0	Up to \$40	\$0	Up to \$40
Trifocal		\$0	Up to \$60	\$0	Up to \$60
Lenticular		\$0	Up to \$100	\$0	Up to \$100
Standard Progressive		\$0	Up to \$40	\$0	Up to \$40
Frames					
Retail Allowance		Up to \$200 + 20% off retail	Up to \$100	Up to \$200 + 20% off retail	Up to \$100
Contacts Lenses					
Elective		Up to \$200 + 15% off retail	Up to \$160	Up to \$200 + 15% off retail	Up to \$160
Non-Elective (Medically Necessary)		\$0	Up to \$210	\$0	Up to \$210
Fitting and Evaluation (Standard)		\$0	Up to \$30	\$0	Up to \$30
Minimum Participation		Current		Current	
Rate Guarantee		Expires 9/30/2024		Expires 9/30/2024	
Monthly Rates					
Employee	8	\$9.83		\$9.83	
Employee + Spouse	5	\$19.66		\$19.66	
Employee + Child(ren)	6	\$18.68		\$18.68	
Employee + Family	3	\$29.36		\$29.36	
Monthly Premium	22	\$377		\$377	
Annual Premium		\$4,525		\$4,525	
\$ Increase /(Decrease)		N/A		\$0	
% Increase /(Decrease)		N/A		0.0%	

¹ July Invoice

2023-2024 Life & Voluntary Life RFP Evaluation

	Current	Renewal	Renewal - Negotiated	Alternate #1
Schedule of Benefits	Humana	Humana	Humana	The Standard
Life and AD&D Benefit				
Eligibility	All active employees working 30 hours/week	All active employees working 30 hours/week	All active employees working 30 hours/week	All active employees working 30 hours/week
Basic Term Life	\$25,000	\$25,000	\$25,000	\$25,000
Basic AD&D	Equal to Life Benefit	Equal to Life Benefit	Equal to Life Benefit	Equal to Life Benefit
Features				
Portability/Conversion Privilege	No/Yes	No/Yes	No/Yes	Yes/Yes
Waiver of Premium	Included	Included	Included	Included
Age Reduction (Reduces By)	35% at age 65 55% at age 70 70% at age 75 80% at age 80 85% at age 85	35% at age 65 55% at age 70 70% at age 75 80% at age 80 85% at age 85	35% at age 65 55% at age 70 70% at age 75 80% at age 80 85% at age 85	35% at age 65 55% at age 70 70% at age 75 80% at age 80 85% at age 85
Accelerated Death Benefit	50% of the Basic Life Benefit	50% of the Basic Life Benefit	50% of the Basic Life Benefit	80% of the Basic Life Benefit
Rate Guarantee	Expires 9/30/2023	Expires 9/30/2024	Expires 9/30/2024	Expires 9/30/2026
Rates	Lives*			
Volume	30			
Basic Term Life Rate / \$1,000	\$741,300	\$741,300	\$741,300	\$741,300
AD&D Rate / \$1,000	\$0.280	\$0.350	\$0.290	\$0.230
AD&D Rate / \$1,000	\$0.030	\$0.030	\$0.030	\$0.030
Total Life AD&D Rate / \$1,000	\$0.310	\$0.380	\$0.320	\$0.260
Monthly Premium	\$230	\$282	\$237	\$193
Annual Premium	\$2,758	\$3,380	\$2,847	\$2,313
\$ Increase /(Decrease)	N/A	\$623	\$89	-\$445
% Increase /(Decrease)	N/A	22.6%	3.2%	-16.1%

*Lives and volume from July invoice

	Current	Alternate #2	Alternate #3	Alternate #4
Schedule of Benefits	Humana	Lincoln	Guardian	The Hartford
Life and AD&D Benefit				
Eligibility	All active employees working 30 hours/week	All active employees working 30 hours/week	All active employees working 30 hours/week	All active employees working 30 hours/week
Basic Term Life	\$25,000	\$25,000	\$25,000	\$25,000
Basic AD&D	Equal to Life Benefit	Equal to Life Benefit	Equal to Life Benefit	Equal to Life Benefit
Features				
Portability/Conversion Privilege	No/Yes	No/Yes	Yes/Yes	Yes/Yes
Waiver of Premium	Included	Included	Included	Included
Age Reduction (Reduces By)	35% at age 65 55% at age 70 70% at age 75 80% at age 80 85% at age 85	35% at age 65 60% at age 70 75% at age 75	35% at age 65 55% at age 70 70% at age 75 80% at age 80	35% at age 65 50% at age 70
Accelerated Death Benefit	50% of the Basic Life Benefit	75% of the Basic Life Benefit	50% of the Basic Life Benefit	80% of the Basic Life Benefit
Rate Guarantee	Expires 9/30/2023	Expires 9/30/2025	Expires 9/30/2025	Expires 9/30/2025
Rates	Lives*			
Volume	30			
Basic Term Life Rate / \$1,000	\$741,300	\$741,300	\$741,300	\$741,300
AD&D Rate / \$1,000	\$0.280	\$0.237	\$0.290	\$0.316
Total Life AD&D Rate / \$1,000	\$0.030	\$0.038	\$0.020	\$0.033
	\$0.310	\$0.275	\$0.310	\$0.349
Monthly Premium	\$230	\$204	\$230	\$259
Annual Premium	\$2,758	\$2,446	\$2,758	\$3,105
\$ Increase /(Decrease)	N/A	-\$311	\$0	\$347
% Increase /(Decrease)	N/A	-11.3%	0.0%	12.6%

*Lives and volume from July invoice

	Current	Alternate #5	Alternate #6	Alternate #7
Schedule of Benefits	Humana	Beam	Principal	Unum
Life and AD&D Benefit				
Eligibility	All active employees working 30 hours/week	All active employees working 30 hours/week	All active employees working 30 hours/week	All active employees working 30 hours/week
Basic Term Life	\$25,000	\$25,000	\$25,000	\$25,000
Basic AD&D	Equal to Life Benefit	Equal to Life Benefit	Equal to Life Benefit	Equal to Life Benefit
Features				
Portability/Conversion Privilege	No/Yes	No/ No	No/Yes	Yes /Yes
Waiver of Premium	Included	Included	Included	Included
Age Reduction (Reduces By)	35% at age 65 55% at age 70 70% at age 75 80% at age 80 85% at age 85	35% at age 65 60% at age 70 75% at age 75 85% at age 80	35% at age 70 55% at age 75	35% at age 65 50% at age 70
Accelerated Death Benefit	50% of the Basic Life Benefit	50% of the Basic Life Benefit	75% of the Basic Life Benefit	100% of the Basic Life Benefit
<i>Rate Guarantee</i>	<i>Expires 9/30/2023</i>	<i>Expires 9/30/2024</i>	<i>Expires 9/30/2025</i>	<i>Expires 9/30/2025</i>
Rates	Lives*			
Volume 30	\$741,300	\$741,300	\$741,300	\$741,300
Basic Term Life Rate / \$1,000	\$0.280	\$0.330	\$0.348	\$0.450
AD&D Rate / \$1,000	\$0.030	\$0.023	\$0.025	\$0.030
Total Life AD&D Rate / \$1,000	\$0.310	\$0.353	\$0.373	\$0.480
Monthly Premium	\$230	\$262	\$277	\$356
Annual Premium	\$2,758	\$3,140	\$3,318	\$4,270
\$ Increase /(Decrease)	N/A	\$383	\$560	\$1,512
% Increase /(Decrease)	N/A	13.9%	20.3%	54.8%

*Lives and volume from July invoice

	Current		Renewal		Alternate #1	
Schedule of Benefits	Humana		Humana		The Standard	
Eligibility	All active Full Time employees working 30 hours/week		All active Full Time employees working 30 hours/week		All active Full Time employees working 30 hours/week	
Employee	Increments of \$1,000 to the lesser of \$1,000,000 or 7x salary		Increments of \$1,000 to the lesser of \$1,000,000 or 7x salary		Increments of \$1,000 to the lesser of \$1,000,000 or 7x salary	
Guarantee Issue	\$75,000		\$75,000		\$150,000	
Spouse	Increments of \$1,000 up to \$500,000		Increments of \$1,000 up to \$500,000		Increments of \$1,000 up to \$500,000	
Guarantee Issue	\$35,000		\$35,000		\$10,000	
Child	15 days - 6 months: \$500, 6 months and older: \$10,000		15 days - 6 months: \$500, 6 months and older: \$10,000		Live birth - age 25: \$10,000	
Guarantee Issue	\$10,000		\$10,000		\$10,000	
AD&D Benefit	100% of Life Benefit		100% of Life Benefit		100% of Life Benefit	
Age Reduction (Reduces By)	Age 65: 35% Age 70: 55% Age 75: 70% Age 80: 80% Age 85: 85%		Age 65: 35% Age 70: 55% Age 75: 70% Age 80: 80% Age 85: 85%		Age 65: 35% Age 70: 55% Age 75: 70% Age 80: 80% Age 85: 85%	
Portability/Conversion Option	Yes/Yes		Yes/Yes		Yes/Yes	
Minimum Participation	Current		Current		Greater of 38% or 10 lives	
Rate Guarantee	Expires 9/30/2023		Expires 9/30/2024		Expires 9/30/2026	
Rates per \$1,000	Employee	Spouse (Based on Spouse age)	Employee	Spouse (Based on Spouse age)	Employee	Spouse (Based on Spouse age)
<25	\$0.060	\$0.060	\$0.060	\$0.060	\$0.060	\$0.060
25 - 29	\$0.060	\$0.060	\$0.060	\$0.060	\$0.060	\$0.060
30 - 34	\$0.070	\$0.070	\$0.070	\$0.070	\$0.070	\$0.070
35 - 39	\$0.090	\$0.090	\$0.090	\$0.090	\$0.090	\$0.090
40 - 44	\$0.140	\$0.140	\$0.140	\$0.140	\$0.140	\$0.140
45 - 49	\$0.220	\$0.220	\$0.220	\$0.220	\$0.220	\$0.220
50 - 54	\$0.350	\$0.350	\$0.350	\$0.350	\$0.350	\$0.350
55 - 59	\$0.550	\$0.550	\$0.550	\$0.550	\$0.550	\$0.550
60 - 64	\$0.780	\$0.780	\$0.780	\$0.780	\$0.780	\$0.780
65 - 69	\$1.280	\$1.280	\$1.280	\$1.280	\$1.280	\$1.280
70 - 74	\$2.490	\$2.490	\$2.490	\$2.490	\$2.490	\$2.490
75 - 79	\$4.810	\$4.810	\$4.810	\$4.810	\$4.810	\$4.810
80+	\$8.980	\$8.980	\$8.980	\$8.980	\$4.810	\$4.810
Child(ren) - per \$10,000	\$2.000		\$2.000		\$1.700	
AD&D - Employee/Spouse	\$0.030		\$0.030		\$0.030 (Child AD&D Included)	

	Current		Alternate #2		Alternate #3	
Schedule of Benefits	Humana		Lincoln		Guardian	
Eligibility	All active Full Time employees working 30 hours/week		All active Full Time employees working 30 hours/week		All active Full Time employees working 30 hours/week	
Employee	Increments of \$1,000 to the lesser of \$1,000,000 or 7x salary		Increments of \$10,000 to the lesser of \$120,000 or 5x salary*		Increments of \$10,000 to maximum of \$250,000	
Guarantee Issue	\$75,000		\$50,000		Under 65: \$100,000 65-70: \$50,000 70+: \$10,000	
Spouse	Increments of \$1,000 up to \$500,000		Increments of \$5,000 up to \$60,000 , not to exceed 50% of employee election		Increments of \$5,000 up to \$250,000 , not to exceed 100% of employee election*	
Guarantee Issue	\$35,000		\$10,000		Under 65: \$25,000 65-70: \$10,000 70+: \$0	
Child	15 days - 6 months: \$500, 6 months and older: \$10,000		1 day - 14 days: \$1,000 14 days - 6 months: \$5,000 6 months - 26 years**: \$10,000		Birth - 14 days: \$500 14 days 26 years**: \$5,000 or \$10,000	
Guarantee Issue	\$10,000		\$10,000		\$5,000 or \$10,000	
AD&D Benefit	100% of Life Benefit		100% of Life Benefit		100% of Life Benefit	
Age Reduction (Reduces By)	Age 65: 35% Age 70: 55% Age 75: 70% Age 80: 80% Age 85: 85%		Age 65: 35% Age 70: 60% Age 75: 75%		Age 65: 35% Age 70: 55% Age 75: 70% Age 80: 80%	
Portability/Conversion Option	Yes/Yes		Yes/Yes		Yes/Yes	
Minimum Participation	Current		Greater of 25% or 10 lives		Greater of 43% or 10 lives	
Rate Guarantee	Expires 9/30/2023		Expires 9/30/2024		Expires 9/30/2025	
Rates per \$1,000	Employee	Spouse (Based on Spouse age)	Employee	Spouse (Based on Spouse age)	Employee	Spouse (Based on Spouse age)
<25	\$0.060	\$0.060	\$0.107	\$0.107	\$0.121	\$0.121
25 - 29	\$0.060	\$0.060	\$0.128	\$0.128	\$0.121	\$0.121
30 - 34	\$0.070	\$0.070	\$0.171	\$0.171	\$0.127	\$0.127
35 - 39	\$0.090	\$0.090	\$0.194	\$0.194	\$0.168	\$0.168
40 - 44	\$0.140	\$0.140	\$0.215	\$0.215	\$0.249	\$0.249
45 - 49	\$0.220	\$0.220	\$0.322	\$0.322	\$0.398	\$0.398
50 - 54	\$0.350	\$0.350	\$0.493	\$0.493	\$0.653	\$0.653
55 - 59	\$0.550	\$0.550	\$0.923	\$0.923	\$1.051	\$1.051
60 - 64	\$0.780	\$0.780	\$1.417	\$1.417	\$1.640	\$1.640
65 - 69	\$1.280	\$1.280	\$2.726	\$2.726	\$3.214	\$3.214
70 - 74	\$2.490	\$2.490	\$4.421	\$4.421	\$6.134	N/A
75 - 79	\$4.810	\$4.810	\$4.421	\$4.421	\$6.134	N/A
80+	\$8.980	\$8.980	\$4.421	\$4.421	\$6.134	N/A
Child(ren) - per \$10,000	\$2.000		\$2.130		\$1.490	
AD&D - Employee/Spouse	\$0.030		\$0.038 / \$0.069		\$0.033 (Child AD&D Included)	

*For EEs 70+, max coverage is \$50,000.
 **26 if full time student.

*Spouse coverage terminates at age 70.
 **26 if full time student.

Current			Alternate #4		Alternate #5	
Schedule of Benefits	Humana		The Hartford		Beam	
Eligibility	All active Full Time employees working 30 hours/week		All active Full Time employees working 30 hours/week		All active Full Time employees working 30 hours/week	
Employee	Increments of \$1,000 to the lesser of \$1,000,000 or 7x salary		Increments of \$10,000 to the lesser of \$250,000 or 3x salary		Increments of \$10,000 to maximum of \$200,000	
Guarantee Issue	\$75,000		\$100,000		Under 70: \$50,000 70+: \$0	
Spouse	Increments of \$1,000 up to \$500,000		Increments of \$5,000 up to \$25,000, not to exceed 50% of employee election		Increments of \$5,000 up to \$25,000, not to exceed 50% of employee election	
Guarantee Issue	\$35,000		\$25,000		\$25,000	
Child	15 days - 6 months: \$500, 6 months and older: \$10,000		15 days - 6 months: \$500, 6 months- 19 years*: \$10,000		Increments of \$2,500 to maximum of \$10,000	
Guarantee Issue	\$10,000		\$10,000		\$10,000	
AD&D Benefit	100% of Life Benefit		100% of Life Benefit		100% of Life Benefit. AD&D not Included for Dependents.	
Age Reduction (Reduces By)	Age 65: 35% Age 70: 55% Age 75: 70% Age 80: 80% Age 85: 85%		Age 65: 35% Age 70: 50%		Age 65: 35% Age 70: 50%	
Portability/Conversion Option	Yes/Yes		Yes/Yes		No/No	
Minimum Participation	Current		43% of eligible employees		5 lives	
Rate Guarantee	Expires 9/30/2023		Expires 9/30/2025		Expires 9/30/2024	
Rates per \$1,000	Employee	Spouse (Based on Spouse age)	Employee	Spouse (Based on Employee age)	Employee	Spouse (Based on Spouse age)
<25	\$0.060	\$0.060	\$0.094	\$0.094	\$0.124	\$0.095
25 - 29	\$0.060	\$0.060	\$0.068	\$0.068	\$0.124	\$0.095
30 - 34	\$0.070	\$0.070	\$0.078	\$0.078	\$0.136	\$0.107
35 - 39	\$0.090	\$0.090	\$0.106	\$0.106	\$0.194	\$0.165
40 - 44	\$0.140	\$0.140	\$0.158	\$0.158	\$0.276	\$0.247
45 - 49	\$0.220	\$0.220	\$0.248	\$0.248	\$0.427	\$0.398
50 - 54	\$0.350	\$0.350	\$0.381	\$0.381	\$0.674	\$0.645
55 - 59	\$0.550	\$0.550	\$0.562	\$0.562	\$1.058	\$1.029
60 - 64	\$0.780	\$0.780	\$0.774	\$0.774	\$1.549	\$1.520
65 - 69	\$1.280	\$1.280	\$1.122	\$1.122	\$2.433	\$2.404
70 - 74	\$2.490	\$2.490	\$1.946	\$1.946	\$4.230	\$4.201
75 - 79	\$4.810	\$4.810	\$5.317	\$5.317	\$7.884	\$7.855
80+	\$8.980	\$8.980	\$5.317	\$5.317	\$7.884	\$7.855
Child(ren) - per \$10,000	\$2.000		\$0.960		\$2.420	
AD&D - Employee/Spouse	\$0.030		\$0.033 (Child AD&D Included)		Included in above Employee rate.	

*25 if full time student.

	Current		Alternate #6		Alternate #7	
Schedule of Benefits	Humana		Principal		Unum	
Eligibility	All active Full Time employees working 30 hours/week		All active Full Time employees working 30 hours/week		All active Full Time employees working 30 hours/week	
Employee	Increments of \$1,000 to the lesser of \$1,000,000 or 7x salary		Increments of \$10,000 to maximum of \$300,000		Increments of \$10,000 to the lesser of \$500,000 or 5x salary	
Guarantee Issue	\$75,000		Under 70: \$100,000 70+: \$10,000		\$50,000	
Spouse	Increments of \$1,000 up to \$500,000		Increments of \$5,000 up to \$100,000 , not to exceed 100% of employee election		Increments of \$5,000 up to \$500,000, not to exceed 100% of employee election	
Guarantee Issue	\$35,000		Under 70: \$25,000 70+: \$10,000		\$15,000	
Child	15 days - 6 months: \$500, 6 months and older: \$10,000		Birth - 14 days: \$1,000 14 days and older: \$10,000		Live birth - 6 months: \$1,000 6 months - 19*: Increments of \$2,000 to max of \$10,000	
Guarantee Issue	\$10,000		\$10,000		\$10,000	
AD&D Benefit	100% of Life Benefit		100% of Life Benefit		100% of Life Benefit	
Age Reduction (Reduces By)	Age 65: 35% Age 70: 55% Age 75: 70% Age 80: 80% Age 85: 85%		Age 70: 35% Age 75: 55%		Age 65: 35% Age 70: 50%	
Portability/Conversion Option	Yes/Yes		No /Yes		Yes/Yes	
Minimum Participation	Current		Greater of 20% or 5 lives		Greater of 20% or 10 lives	
Rate Guarantee	Expires 9/30/2023		Expires 9/30/2025		Expires 9/30/2026	
Rates per \$1,000	Employee	Spouse (Based on Spouse age)	Employee	Spouse (Based on Spouse age)	Employee	Spouse (Based on Spouse age)
<25	\$0.060	\$0.060	\$0.089	\$0.089	\$0.130	\$0.100
25 - 29	\$0.060	\$0.060	\$0.089	\$0.089	\$0.130	\$0.112
30 - 34	\$0.070	\$0.070	\$0.100	\$0.100	\$0.171	\$0.156
35 - 39	\$0.090	\$0.090	\$0.150	\$0.150	\$0.256	\$0.239
40 - 44	\$0.140	\$0.140	\$0.232	\$0.232	\$0.369	\$0.339
45 - 49	\$0.220	\$0.220	\$0.373	\$0.373	\$0.604	\$0.546
50 - 54	\$0.350	\$0.350	\$0.595	\$0.595	\$0.919	\$0.834
55 - 59	\$0.550	\$0.550	\$0.921	\$0.921	\$1.328	\$1.220
60 - 64	\$0.780	\$0.780	\$1.410	\$1.410	\$1.728	\$1.673
65 - 69	\$1.280	\$1.280	\$2.316	\$2.316	\$2.235	\$2.191
70 - 74	\$2.490	\$2.490	\$3.938	\$3.938	\$4.095	\$4.013
75 - 79	\$4.810	\$4.810	\$3.938	\$3.938	\$13.757	\$13.484
80+	\$8.980	\$8.980	\$3.938	\$3.938	\$13.757	\$13.484
Child(ren) - per \$10,000	\$2.000		\$2.000		\$3.930	
AD&D - Employee/Spouse	\$0.030		\$0.025		\$0.059 EE and Spouse, \$0.086 Children	

*26 if full time student.

Dental Geo Access Reporting

City of Pahokee

Dental Provider Geo Access Analysis

Guardian - PPO - DentalGuard Network

Provider Type	Standard	Population with Access	Average Distance to Provider (miles)	Population without Access	Population with Access	Average Distance to Provider (miles)	Population without Access
General Dentist	1 in 10 miles	100.0%	5.0	0.0%	89.3%	8.0	10.7%

Guardian - DHMO - Enhanced DHMO Network

Provider Type	Standard	Population with Access	Average Distance to Provider (miles)	Population without Access	Population with Access	Average Distance to Provider (miles)	Population without Access
General Dentist	1 in 10 miles	100.0%	5.0	0.0%	89.3%	8.0	10.7%

The Standard - PPO - Ameritas Classic Network

Provider Type	Standard	Population with Access	Average Distance to Provider (miles)	Population without Access	Population with Access	Average Distance to Provider (miles)	Population without Access
General Dentist	1 in 10 miles	100.0%	9.4	0.0%	82.1%	7.7	17.9%

The Standard - DHMO - Solstice Network

Provider Type	Standard	Population with Access	Average Distance to Provider (miles)	Population without Access	Population with Access	Average Distance to Provider (miles)	Population without Access
General Dentist	1 in 10 miles	100.0%	9.4	0.0%	82.1%	7.7	17.9%

MetLife

Provider Type	Standard	Population with Access	Average Distance to Provider (miles)	Population without Access	Population with Access	Average Distance to Provider (miles)	Population without Access
General Dentist	1 in 10 miles	Did Not Provide			100.0%	7.4	0.0%

Principal - PPO

Provider Type	Standard	Population with Access	Average Distance to Provider (miles)	Population without Access	Population with Access	Average Distance to Provider (miles)	Population without Access
General Dentist	1 in 10 miles	Did Not Provide			100.0%	7.4	0.0%

Beam - PPO

Provider Type	Standard	Population with Access	Average Distance to Provider (miles)	Population without Access	Population with Access	Average Distance to Provider (miles)	Population without Access
General Dentist	1 in 10 miles	28.6%	Not Provided	71.4%	Humana has 476 in-network dentists in the area. Unum has 539. Of those 423, overlap with Humana's network.		

Unum

Provider Type	Standard	Population with Access	Average Distance to Provider (miles)	Population without Access	Population with Access	Average Distance to Provider (miles)	Population without Access
General Dentist	1 in 10 miles	28.6%	Not Provided	71.4%	Humana has 476 in-network dentists in the area. Unum has 539. Of those 423, overlap with Humana's network.		

Ameritas

Provider Type	Standard	Population with Access	Average Distance to Provider (miles)	Population without Access
General Dentist	1 in 10 miles	100.0%	9.4	0.0%





AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Human Resource

SUBJECT: Liability Coverages 2023-2024

DATE: September 8, 2023

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee is in need to change their insurance coverages for General liability, property coverages, auto liability and employee workers comp coverage. We asked Brown and Brown to get us a quote for these coverages because we received the invoice from Florida Municipal Insurance Trust of \$560,985.00. Brown and Brown sent us a quote from Preferred Governmental Insurance Trust that came in at \$465,455 giving us a savings of \$95,530.00. City Manager would like to request authorization to move forward with us changing insurance carrier.

BUDGET IMPACT: Yes

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

Staff recommends that we accept the quote from Preferred Governmental Insurance Trust with a savings of \$95,530 from various coverages for the upcoming fiscal year.

ATTACHMENTS:

Resolution 2023 – 59

Exhibit “A”

RESOLUTION 2023 – 59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING PREFERRED GOVERNMENTAL INSURANCE TRUST AS THE CITY’S GENERAL LAIBILITY, PROPERTY COVERAGE AUTO LIABILITY AND WORKERS COMPENSATION CARRIER PURSUANT TO THE TERMS ATTACHED HERE TO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee City Commission (“City Commission”) desires to establish yearly liability coverages for its properties, vehicles, and secure employee workers compensation coverage; and

WHEREAS, Brown and Brown obtained quotes for the stated coverages and that company was able to secure a \$95,530.00 savings for the City, compared to coverage with that current carrier Florida Municipal Insurance Trust; and

WHEREAS, specifically, a quote from Florida Municipal Insurance Trust was received for \$560,985.00, but a lesser quote was received from Preferred Governmental Insurance Trust for \$465,455; and

WHEREAS, the City desires to change the current carrier to Preferred Governmental Insurance Trust for the provision of liability coverages for its properties, vehicles, and secure employee workers compensation coverage consistent with attached Exhibit “A”; and

WHEREAS, the changes in coverage will result in a total savings of savings of \$95,530 from the various coverages; and

WHEREAS, the City Commission finds that approval of the proposed rates is in the best interest of the City of Pahokee.

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, Florida hereby authorizes and approves Preferred

Governmental Insurance Trust for the provision of liability coverages for the City’s properties, vehicles, and secure employee workers compensation coverage consistent with attached Exhibit “A.”

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

PASSED and **ADOPTED** this ____ day of September, **2023**.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, 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"

Liability coverage quote

(attached)

PUBLIC SECTOR

Insurance Proposal

October 1, 2023 – October 1, 2024

CITY OF PAHOKEE



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Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
 - 22 Counties
 - 70 Cities
 - 20 Public Airports
 - 7 Public School Districts
 - State of Florida

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Director of Operations	(386) 239-4044	Robin.Russell@bbrown.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	Paul.Dawson@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Kyle Stoekel, ARM-P, CIC Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Bill Wilson Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
Molly Grande, CPCU, ARM, CISR Account Executive	(386) 333-6084	Molly.Grande@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

Service Representatives

Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Taylor Brodeur Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
Alexa Gray, AIC Public Risk & Claims Specialist	(386) 333-6068	Alexa.Gray@bbrown.com
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Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred's history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: ***preferred*** for unmatched public entity experience, innovation, stability and personalized service.

Preferred's Member Types

Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

Preferred's Comprehensive Coverages

Property	Workers' Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators' Legal Liability

The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred's* sole focus on government ensures that members' unique needs are met.

Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

Preferred's Expert Boards Know Your Business

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping *Preferred* as the premier public entity insurer of its kind.

Preferred Claims Administration

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

Preferred Safety and Risk Management Services

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – Preferred's Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

Property – Inland Marine

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
\$20,848,943	Blanket Value Buildings and Contents
Special Property Coverages	
\$5,000,000	Flood
\$5,000,000	Earth Movement
Not Included	TRIA
Inland Marine (Per Schedule Provided)	
\$500,000	Blanket Unscheduled Inland Marine***
\$26,000	Communication Equipment***
Included in Blanket	Contractor's / Mobile Equipment***
Included in Blanket	Electronic Data Processing Equipment***
Included in Blanket	Emergency Portable Service Equipment***
Included in Blanket	Fine Arts***
Included in Blanket	Other Inland Marine
Not Included	Rented, Leased or Borrowed Equipment♦♦
Included in Blanket	Valuable Papers
Not Included	Watercraft, Not Including Hull Coverage**

Deductibles: \$5,000 per Occurrence – Buildings and Contents, Earth Movement

5% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$35,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine.

\$5,000 any one occurrence for Flood, except:
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$1,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be schedule.

Property – Inland Marine

Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at “Agreed Value” if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
 - a. At the location shown on the Schedule of the Declarations,
 - b. Property in the open within 1,000 feet of locations described in a. above,**
 - c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.
7. During the current Coverage Agreement period, *Preferred* will not charge an additional premium for **new locations** if the value of a **new location** or total value of all **new locations** at the same physical address that are acquired or newly constructed during the coverage agreement period **is less than \$15,000,000** and if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then premium is due at the time the location is added.
8. The *Preferred* Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
9. ***Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.**

Property – Inland Marine

Sublimits of Coverage	
Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.	
\$500,000	Accounts Receivable, per occurrence
\$1,000,000	Additional Expense
\$5,000	Animals, annual aggregate
\$500,000	Business Income
\$250,000, or 25% of loss whichever is greater	Debris Removal, per occurrence
\$500,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence
\$250,000	Errors and Omissions, per occurrence
\$5,000	Expediting Expense, per occurrence
\$25,000	Fire Department Charges, per occurrence
\$50,000	Fungus Cleanup Expense, annual aggregate
\$25,000 Per Occurrence \$1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)
\$2,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.
\$50,000	Personal Property of Employees, per occurrence
\$50,000	Pollution Cleanup Expense, annual aggregate
\$250,000	Preservation of Property, per occurrence
\$20,000	Professional Fees, per occurrence
\$150,000	Property at Miscellaneous Unnamed Locations
\$10,000	Recertification, per occurrence
\$100,000	Service Interruption Coverage, per occurrence
\$250,000	Transit, per occurrence

Property – Inland Marine Major Exclusions

Property **Not** Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
- 11. Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Dune walkovers, unless loss is at a covered location and from a specified peril other than collapse. **No wind coverage is afforded for dune walkovers.**
15. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
16. Personal property of volunteers.
17. Underground pipes, unless loss is from a specified peril.
18. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.

Property – Inland Marine Major Exclusions

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Data Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill

“Named Storm” Definition: “...the direct action of wind, **including wind driven water and storm surge** when associated with or occurring in conjunction with a storm or weather disturbance which is named...” Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Equipment Breakdown

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	\$20,848,943
Water Damage	\$1,000,000
Ammonia Contamination	\$1,000,000
Hazardous Substance Coverage	\$1,000,000
Utility Interruption (24 Hour Waiting Period)	\$2,000,000
Spoilage Damage	\$250,000
Ordinance or Law	\$1,000,000
Expediting Expenses	\$1,000,000
Data or Media	\$250,000
Fungus, Wet Rot, Dry Rot	\$15,000

Deductibles: Same as Property – Building and Contents
24 Hours – Utility Interruption

Crime

Term:

October 1, 2023 to October 1, 2024

Company:

Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

Coverage	Limit	Deductible
Employee Dishonesty, Including Faithful Performance	\$500,000	\$1,000
Forgery or Alteration Coverage	\$500,000	\$1,000
Theft, Disappearance and Destruction Coverage		
Inside	\$500,000	\$1,000
Outside	\$500,000	\$1,000
Computer Fraud Coverage (Including Funds Transfer)	\$500,000	\$1,000

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

General Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Coverage	Limit	Deductible
General Liability		
Bodily Injury and Property Damage, per Occurrence	\$2,000,000	\$0 Per Occurrence
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	N/A	
Employee Benefits Liability, per Occurrence	\$2,000,000	
Sublimits		
Vicarious Law Enforcement Liability, per Occurrence	\$2,000,000	Same as General Liability
Principle of Eminent Domain Including Inverse Condemnation, “Bert J. Harris, Jr., Private Property Rights Protection Act” per Occurrence / Annual Aggregate.	\$100,000	
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000	
Herbicide and Pesticide, per Occurrence	\$1,000,000	

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense.

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Deadly Weapon Protection

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made

Deadly Weapon Protection – Claims Made		
Retroactive Date: 10/1/2023		
Coverage	Limit	Deductible
Deadly Weapon Event (Including Claims Expenses), per event	\$1,000,000	\$0 Per Event
Deadly Weapon Protection – Sublimits		
Business Interruption	Included	\$0 Per Event
Demolition, Clearance, and Memorialization, per event	\$250,000	
Extra Expense, per event	\$250,000	
Crisis Management	Included	
Property Damage Extension, per event	Included	
Counseling Services, per event	\$250,000	
Funeral Expenses, per event	\$250,000	
Claims Expenses	Included	
Medical Expense, per person	\$25,000	
Accidental Death & Dismemberment, per person	\$50,000	

Notes of Importance:

1. Coverage limited to scheduled locations only.
2. Premium is not audited.
3. Defense Costs are paid within the policy limits.
4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the City to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Explosive devices unless used in conjunction with a Deadly Weapon Event.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
 - owned, leased, rented or occupied by the Covered Party.
 - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.

Deadly Weapon Protection

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Public Officials Liability/Employment Practices Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI:** Claims Made – Duty to Defend

Coverage	Limit	Deductible
Public Officials Liability Retroactive Date: 10/1/2023		
Per Claim	\$2,000,000	\$0 Per Claim
Employment Practices Liability Retroactive Date: 10/1/2023		
Per Claim	\$2,000,000	\$0 Per Claim
Sublimits		
Employee Pre-Termination Legal Consultation Services		
Per Employee	\$2,500	
Aggregate	\$5,000	
Non-Monetary Claims Defense Costs, Aggregate	\$100,000	

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.
3. Broadened definition of "Who is an Insured."
4. Limits of Liability are subject to Florida Statute 768.28.

Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the “Bert J. Harris Jr., Private Property Rights Protection Act” or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers’ Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers’ Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Public Officials Liability/Employment Practices Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Cyber Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

Cyber Liability Retroactive Date: 10/1/2023		
Coverage	Limit	Deductible
Policy Limit – Annual Aggregate	\$2,000,000	Per Below
Third Party Liability Coverage		
Privacy & Security Liability, each claim	\$2,000,000	\$25,000
Media Content Services Liability, each claim	\$2,000,000	\$25,000
PCI DSS, sublimit	\$1,000,000	\$25,000
First Party Liability Coverage		
Cyber Extortion & Ransomware, each claim	\$500,000	\$25,000
Data Breach & Crisis Management, each claim	\$2,000,000	\$25,000
Data Recovery, each claim	\$2,000,000	\$25,000
Business Interruption / Extra Expense, each claim	\$2,000,000	\$25,000/12 Hr.
Cyber Crime, refer to form for sublimits – Annual Aggregate	\$350,000	\$25,000
Social Engineering Financial Fraud*	\$350,000	\$25,000
Funds Transfer Fraud	\$350,000	\$25,000
Invoice Manipulation	\$350,000	\$25,000
Utility Fraud, refer to form for sublimits – Annual Aggregate	\$350,000	\$25,000
Crypto Jacking	\$350,000	\$25,000
Telecommunications Fraud	\$350,000	\$25,000
System Failure – BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr.
Dependent Business Interruption – System Failure, BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr..
Bricking Coverage, sublimit	\$500,000	\$25,000
Consequential Reputation Loss Period of Restoration	\$500,000 6 Months	12 Hours

*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity or the request prior to acting upon any transfer instructions.

Cyber Liability

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.

Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.
- Perfluoroalkyl and Polyfluoroalkyl group of manufactured chemicals including, but not limited to the PFAS sub-groups: perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), and Perfluorohexane sulfonate acids (PFHxS).

Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability and Physical Damage

Term:

October 1, 2023 to October 1, 2024

Company:

Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
Automobile Liability (Based on 26 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$2,000,000	1	\$0 Each Accident
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	\$2,500	2	N/A
Uninsured Motorist	Rejected	N/A	N/A
Physical Damage			
Comprehensive (Based on 26 Vehicles)	Per Schedule	2, 8	\$1,000 per Vehicle
Collision (Based on 26 Vehicles)	Per Schedule	2, 8	\$1,000 per Vehicle
Rental Coverage	\$50 per day / \$5,000 Aggregate		N/A
Hired Physical Car Damage	\$35,000		\$1,000 per Vehicle

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

SYMBOL		DESCRIPTION
1	=	ANY "AUTO"
2	=	ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
5	=	OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	=	OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8	=	HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	=	NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.

Workers' Compensation

Term: October 1, 2023 to October 1, 2024

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

Class Code	Description of Class Code	Estimated Payroll
5509	Street or Road Maintenance or Beautification & Drivers	\$507,160
8810	Clerical Office Employees NOC	\$967,906
9015	Building or Property Management – All Other Employees	\$46,000
9102	Lawn Maintenance – Commercial or Domestic & Drivers	\$586,120
9220	Cemetery Operations	\$95,680
Total Payroll		\$2,202,866
Experience Modification		1.67
Estimated Annual Premium		\$87,216

Notes of Importance:

1. The “Estimated Annual Premium” includes all applicable credits including/does not include safety program and drug-free workplace credits as per Florida Statute 440.
2. Employer’s Limit of Liability is \$1,000,000/\$1,000,000/\$1,000,000.
3. Experience modification factor is subject to verification. This final amount of credit is dependent upon compliance with program requirements.
4. Final premium subject to payroll audit.
5. The expense constant charge has been included.
6. **Payment terms are Quarterly.**

Premium Recapitulation

Page 1 of 2

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<i>Preferred Package</i>			
Property including Equipment Breakdown	\$192,032.00	<input type="checkbox"/>	<input type="checkbox"/>
Inland Marine	\$1,808.00	<input type="checkbox"/>	<input type="checkbox"/>
Crime / Employee Dishonesty	\$1,800.00	<input type="checkbox"/>	<input type="checkbox"/>
General Liability	\$78,499.00	<input type="checkbox"/>	<input type="checkbox"/>
Deadly Weapon Protection*	Included		
Public Officials / Employment Practices Liability	\$81,334.00	<input type="checkbox"/>	<input type="checkbox"/>
Cyber Liability	\$3,738.00	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$15,333.00	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Physical Damage	\$3,695.00	<input type="checkbox"/>	<input type="checkbox"/>
Package Payment Plan:	50% Down, 2-25% Installments	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>*Deadly Weapon Protection Coverage:</u> Any Event that occurs at a Location which has been specifically leased or loaned by the City to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, <u>MUST BE</u> reported to <u>AND APPROVED</u> by Preferred <u>PRIOR</u> to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.</p>			
Workers' Compensation	\$87,216.00	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation Payment Plan:	Quarterly	<input type="checkbox"/>	<input type="checkbox"/>

All lines of coverage must be accepted in order to bind coverage with Preferred.

Premium Recapitulation
Page 2 of 2

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/1/2023. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
10. **With the exception of Workers' Compensation, the total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
15. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at.

PREFERRED Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2023 – 2024 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred's* operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.

Notice of Carrier Financial Status

Risk Management Associates, Inc., and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being quoted through **Preferred Governmental Insurance Trust ("Preferred")**, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: City of Pahokee
Line of Coverage(s): Property, Inland Marine, Crime, General Liability, Public Officials and Employment Practices Liability, Cyber Liability, Automobile and Physical Damage Liability, Deadly Weapon Protection, Workers' Compensation.
Policy Number(s): PK FL1 0502018 23-01 01 - 1 & WC FL1 0502018 23-01 01 - 1
Policy Period(s): 10/1/2023 - 10/1/2024
Date of Notice: 8/18/2023

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating
 Financial Size Category: XV to I - Largest to smallest rating

Guide to Bests Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of	I	Less than \$1,000,000
insurance company	II	\$1,000,000 - \$2,000,000
based on their	III	\$2,000,000 - \$5,000,000
capital, surplus	IV	\$5,000,000 - \$10,000,000
and conditional	V	\$10,000,000 - \$25,000,000
reserve funds in	VI	\$25,000,000 - \$50,000,000
U.S. dollars.	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.



Public Risk Underwriters
PO Box 958455
Lake Mary, FL 32795-8455
Phone:321-832-1450
Fax:321-832-1496

Public Entity Application
New Application Muni
Coverage Term: 10/01/2023 to 10/01/2024

General Member Information	
Name: City of Pahokee	
Mailing: 207 Begonia Drive	
City/State/Zip: Pahokee,FL,33476	
Physical: 207 Begonia Drive	
City/State/Zip: Pahokee,FL,33476	
Member Contact Information	Additional Member Information
Contact: Jacqueline Ramsay	FEIN: 596000400 NCCI Risk ID:
Title: HR Manager	Population: 6,400
Phone #: 561-924-5534 Fax #: 561-924-8140	County: PALM BEACH
Email: jramsay@cityofpahokee.com	Member Type: Municipality
Agency Information	Agency Contact Information
Agency: Public Risk Insurance Advisors	Contact: Emily Bailey
Address: 300 North Beach Street	Phone #: 386-333-6085
City/State/Zip: Daytona Beach FL, 32114	Fax #:
Phone #: 386-252-6176 Fax #: 386-239-4049	Email: Emily.Bailey@bbrown.com

CERTIFICATION
The undersigned being authorized by and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this Application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Chair, President, Superintendent or Executive Director of the Educational Entity) or the Risk Manager (or ranking official) assigned this function.

SIGNATURE:
TITLE:
DATE:

NOTICE TO APPLICANT
For your protection, the following Fraud Warning is required to appear on this application:

FLORIDA FRAUD STATEMENT
Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



Public Entity Application

Coverage Term: 10/01/2023 to 10/01/2024

Member Name: City of Pahokee

Agency: Public Risk Insurance Advisors

Coverages Selected:

Auto Liability	Y	Auto Physical Damage	Y
Boiler & Machinery	Y	Crime	Y
Flood	Y	Garage Keepers	Y
General Liability	Y	Inland Marine	Y
Professional Liability	Y	Property	Y
Cyber Liability	Y		

Coverage/Exposure Summary:

Line of Business	Exposure/ Coverage	Applicable/ Not Applicable
General Question	Application General Information	Applicable
General Question	Excess WC (Standard Limits are \$1M/\$1M/\$1M)	Not Applicable
General Question	SIR – TPA Information	Not Applicable
General Question	Stop Loss	Not Applicable
Auto Liability	Coverage	Applicable
Auto Physical Damage	Coverage	Applicable
Crime	Coverage	Applicable
Cyber Liability	Coverage	Applicable
Garage Keepers	Coverage	Applicable
General Liability	Coverage	Applicable
General Liability	Operations: Elder Care/Respite Care	Applicable
General Liability	Operations: Special Events, Fairs or Carnivals	Applicable
General Liability	Supervision Abuse Prevention (Required)	Applicable
Professional Liability	Law Enforcement	Not Applicable
Professional Liability	POL/ELL/EPLI	Applicable
Property	Coverage	Applicable

**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name** City of Pahokee**Agency:** Public Risk Insurance Advisors

Section I, Item C.

APPLICATION GENERAL INFORMATION

General Questions	Response
Account CSR:	Bailey, Emily
Agent Name:	Kyle Stoekel
	Carlos Mangual
Primary Member Contact:	
If New Primary Contact include name, phone and email address:	HR, Risk & Safety, 561-924-5534
Requested Effective Date:	10/01/2023
Requested Termination Date:	10/01/2024
Bid Date (if Applicable, Attach RFP copy):	
Need by Date:	08/17/2023
If new business, complete and attach the "Expiring Information" form. Template can be found under Help section on portal home page (Submission is not complete without this information).	
If with PGIT less than 5 years, complete and attach the "Loss Summary" form or a "No Known Losses" letter. Form can be found Help section on portal home page (Submission is not complete without this information).	
Member's FEIN	596000400
NCCI Risk Id #	
Population	6,400
Have you attached the most recent audited financials/budget?	N
Please Enter Full Detail Description of Operations	Municipality
Installment Schedule: (Only Available for premium > 100k, pay plan is agency bill)	PKG - 50% Down, 25% due at 75 days and 25% due at 166 days
Do you have a Risk Manager? (if yes please provide name and number in comment box)	Y Carlos Mangual
Do you have a Human Resource or Personnel Department? (If No please describe handling of this function in comment box)	Y
Number of Full Time Police?	0
Number of Full Time Fire?	0
Number of Full Time all other Personnel?	46
Number of Part Time Police?	0
Number of Part Time Fire?	0
Number of Part Time All Other Personnel including Seasonal personnel?	0
Number of Volunteers Police?	1
Number of Volunteers Fire?	1
Number of Volunteers All Others?	10
Police - Estimated Payroll	\$0.00
Fire - Estimated Payroll	\$0.00
All Other - Estimated Payroll	\$2,202,866.00

**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name:** City of Pahokee**Agency:** Public Risk Insurance Advisors

Section I, Item C.

COVERAGE INFORMATION- PROFESSIONAL LIABILITY- PUBLIC OFFICIALS & EMPLOYMENT PRACTICES**THIS IS AN APPLICATION FOR "CLAIMS MADE AND REPORTED" COVERAGE**

POL/EPLI General Questions	Response
1 - POL Limit:	\$2,000,000
2 - POL Deductible:	\$0
3 - EPLI Limit:	\$2,000,000
4 - EPLI Deductible:	\$0
5 - POL Retro Date	
6 - EPLI Retro Date	
7 - If New Business - Who is your current POL/EPLI carrier?	FMIT
8 - If new business - What is your current POL/EPLI Limit?	2M
9 - If new business - What is your current POL/EPLI Deductible?	0
10 - If new business, is your current coverage claims made or occurrence?	
11 - Has your POL/EPLI coverage ever been cancelled or non-renewed? (If yes describe answer in comment box)	N
12 - Total Number of Board Members?	5
13 - Are Board members Elected? (Y/N) (If no, describe who they are appointed by in comment box)	Y
14 - Number of employees who hold professional designations	2
15 - Has any bond issue been defeated within the past three years?	N
16 - If yes, has the proposal been resubmitted or is it expected to be resubmitted?	
17 - Has the public entity been in default on the principal or interest on any bond?(If yes please provide details in comment box)	N
18 - Do you have a zoning commission? (Y/N)	Y
19 - Does your legal counsel attend all meetings of the planning and zoning board?	Y
20 - Do officials receive training with respect to open meetings and hearing regulations?	Y
21 - Do you have a written master plan for economic development? (If Yes, please indicate the 4 digit year it was updated in the comment box)	Y
22 - Do you have formally approved land use ordinances that have been reviewed by legal counsel?	Y
23 - Do you have a formal procedure to file for a variance to land use statutes?	Y
24 - Do you have a formal process for application and approval of permits and licenses?	Y
25 - Do you have a formal written policy prohibiting elected officials and/or board members from sitting on decisions in which they may have a conflict of interest?	Y
26 - If with Preferred less than 5 years, have you had any disputes or claims involving a wrongful taking, zoning variance or land use right? (If yes, provide details in comment box). Please note providing details here does not qualify as reporting a claim.	N
27 - If with Preferred less than 5 years, have you had any disputes or claims involving the approval of building permits, design, or code enforcement? (If yes, provide details within comment box.) Please note providing details here does not qualify as reporting a claim	Y



Public Entity Application

Coverage Term: 10/01/2023 to 10/01/2024

Member Name: City of Pahokee

Agency: Public Risk Insurance Advisors

Section I, Item C.

28 - If with Preferred less than 5 years, have you had any disputes, claims, or complaints involving open or closed landfills? (If yes, provide details within the comment box.)	N
29 - Number of employees reported on IRS Form 1099(no FEIN) and/or who have written employment agreements	
30 - Total % of involuntary turnover during the last 3 years (Ex. 2)	2
31 - Total % of voluntary turnover during the last 3 years (Ex. 5)	5
32 - Average # of years of employment for all employees (Ex. 4)	10
33 - Do supervisors receive training in the proper implementation of your policies and procedures?	Y
34 - Is training documented in their personnel file?	Y
35 - Enter 4 digit year employment manual written or last updated.	
36 - Is employment manual reviewed by counsel experienced and qualified in employment law?	Y
37 - Do policies and procedures comply with state and federal guidelines?	Y
38 - Is this manual distributed to all employees upon hiring? (If No, please explain why not in the comment box)	Y
39 - Do you have a written policy with respect to both sexual and non-sexual harassment?	Y
40 - Do you follow a formal written procedure for employee disputes/complaints?	Y
41 - Are all actions to dismiss or demote employees reviewed in advance by legal counsel?	Y
42 - Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension?	Y
43 - Are all probationary or disciplinary actions recorded in writing and signed by the employee?	Y
44 - Have job descriptions been drafted for regular full-time positions?	Y
45 - Are you an Equal Opportunity Employer?	Y
46 - Over the last 5 years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	N
47 - Answer if with Preferred less than 5 years. Has any claim been made against the entity or any person in their capacity as an official or employee of the entity? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	N
48 - Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.	N

**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name:** City of Pahokee**Agency:** Public Risk Insurance Advisors**Section I, Item C.****COVERAGE INFORMATION - CYBER LIABILITY GENERAL QUESTIONS****THIS IS AN APPLICATION FOR CLAIMS MADE AND REPORTED COVERAGE**

Cyber Liability	Response
1 - Cyber Retro Date	
2 - Do you have anti-virus software installed and enabled on all desktops and servers (excluding database servers) and is it updated on a regular basis?	Y
3 - Do you have firewalls installed on all external gateways?	Y
4 - Do you take regular backups (at least weekly) of all critical data?	Y
5 - If confidential information is stored on laptops, flash drives and other mobile devices, is the information stored in an encrypted format?	Y
6 - Is data "at rest" (servers, etc.) stored in an encrypted format?	Y
7 - Is multi-factor authentication required for all employees when accessing email through a website or cloud based service?	Y
8 - Is multi-factor authentication required for all remote access to the network provided to employees, contractors, and 3rd party service providers?	Y
IN ADDITION TO REMOTE ACCESS, IS MULTI-FACTOR AUTHENTICATION REQUIRED FOR THE FOLLOWING, INCLUDING ACCESS PROVIDED TO 3RD PARTY SERVICE PROVIDERS:	
9 - All internal and remote admin access to directory services	
10 - All internal and remote admin access to network backup environments	
11 - All internal and remote admin access to network infrastructure	
12 - All internal and remote admin access to the organization's endpoints/servers	
13 - Have you suffered a claim or loss in the last five years, in relation to cyber liability or cyber security? If yes, describe:	N
14 - Are you aware of any circumstances or complaints against you in relation to data protection or security, PII (Personally Identifiable Information), PHI (Protected Health Information) or any other actual or potential security violations or breaches either currently or in the past five years? If so, please describe (Please note providing details here does not qualify as reporting a claim)	N



Public Entity Application
Coverage Term: 10/01/2023 to 10/01/2024
Member Name: City of Pahokee
Agency: Public Risk Insurance Advisors

PROFESSIONAL LIABILITY- POL/EPLI/ CYBER

IT IS AGREED THAT IF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION NOT LISTED/DISCLOSED HEREIN, THEN ANY CLAIM BASED UPON, ARISING OUT OF, OR ATTRIBUTABLE THERETO, IS EXCLUDED FROM THE COVERAGE BEING APPLIED FOR.

The undersigned, being authorized by and acting on behalf of the applicant and all persons or concerns seeking coverage, has read and understand this Application, and declares all statements set forth herein are true, complete accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the inception of the coverage agreement applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the Trust. The undersigned acknowledges and agrees that th submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied fi a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase coverage, nor does the review of this Application bind Preferred to issue a coverage agreement. This Application shall, however, be the basis of the contract, should a coverage agreement be issued.

Signed _____ Title _____ Date _____

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor /Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.

SIGNATORY ABOVE IS ALSO TO INITIAL EACH AND EVERY PAGE OF THIS APPLICATION.

IMPORTANT NOTICE: SHOULD THE SIGNED APPLICATION DIFFER IN ANY WAY FROM THE APPLICATION SUBMITTED FOR UNDERWRITING/RATING PURPOSES, THE TERMS, CONDITIONS AND PREMIUM AS REFLECTED ON SUBJECT TO CHANGE.

**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name:** City of Pahokee**Agency:** Public Risk Insurance Advisors**Section I, Item C.****COVERAGE INFORMATION - Auto Liability**

Coverage	Response
1 - AL Limit:	\$2,000,000
2 - AL Territory:	6T - Tri County (6T)
3 - AL Deductible:	\$0
4 - Medical Payment limit:	\$2,500
5 - Uninsured/Underinsured motorist limit (Maximum \$100,000):	\$0
6 - Hired and Non-Owned Liability? (Y/N)	Y
7 - If symbol 10 for AL is required, provide definition:	
8 - How often do you inspect vehicles for safety hazards?	Weekly
9 - Are safety inspection records maintained?	Y
10 - Are vehicles assigned to specific drivers with back up drivers?	Y
11 - Do you own any 15 Passenger Vans with Model Year 2006 or older? (If yes, provide Member's policy/procedure with regards to how many passengers are transported in each van, seatbelts, other safety procedures, etc. in comments box)	N
12 - Are 15 passenger vans used for passenger transportation?	Y
13 - Do you own/operate Autonomous Vehicles? If so Autonomous Vehicle Supplemental Application is required.:	No
PLEASE ENTER 4 DIGIT YEAR FOR DATE WRITTEN, LAST UPDATED OR "NONE" for the next 5 questions	
14 - Fleet Management Safety Manual:	2010
15 - Driver Training Program:	
16 - MVR Criteria:	
17 - Formal Written Accident Reporting Procedure:	
18 - Employee Disciplinary Program for Driver Safety	



Public Entity Application

Coverage Term: 10/01/2023 to 10/01/2024

Member Name: City of Pahokee

Agency: Public Risk Insurance Advisors

Section I, Item C.

COVERAGE INFORMATION - Auto Physical Damage

Coverage	Response
1 - Collision Auto Symbol:	2,8
2 - Comprehensive Auto Symbol:	2,8
3 - Symbol 10 definition, if required:	
4 - Hired Physical Damage Limit (0/35K/50K/75K/100K):	\$35,000
5 - Hired Physical Damage Deductible:	\$1,000.00

**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name:** City of Pahokee**Agency:** Public Risk Insurance Advisors

Section I, Item C.

COVERAGE INFORMATION- CRIME

Coverage	Response
1 - Employee Dishonesty Blanket Limit (faithful performance included):	\$500,000
2 - Employee Dishonesty Deductible:	\$1,000
3 - Theft, Disappearance or Destruction Limit	\$500,000
4 - Theft, Disappearance or Destruction Deductible	\$1,000
5 - Computer Fraud Limit	\$500,000
6 - Computer Fraud Deductible	\$1,000
7 - Forgery or Alteration Limit	\$500,000
8 - Forgery or Alteration Deductible	\$1,000
9 - Does the applicant check for past criminal records (theft of money and securities, robbery, etc.) on rateable employees?	Y
10 - How frequently are audits performed? (weekly, monthly, quarterly, annually)	Annually
11 - Who performs the audit?	CPA
12 - Is countersignature of checks required?	Y
13 - Are your bank accounts reconciled by someone not authorized to deposit or withdraw?	Y
14 - Number of employees handling money(accountants,bookkeepers, cashiers, check signers,etc.):	
15 - Number of messengers:	
16 - Number of guards accompanying messenger:	
17 - Is banking done by your internal staff or by other outside professionals?	Internal Staff



Public Entity Application

Coverage Term: 10/01/2023 to 10/01/2024

Member Name: City of Pahokee

Agency: Public Risk Insurance Advisors

Section I, Item C.

COVERAGE INFORMATION - Garage Keepers

Coverage	Response
1 - Garage Keepers Coverage (symbol 30 applies)	
2 - Comprehensive coverage	
3 - Collision coverage	

Complete and attached a schedule of locations to be covered. Template can be found in the Help Section of the portal.

**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name:** City of Pahokee**Agency:** Public Risk Insurance Advisors

Section I, Item C.

COVERAGE INFORMATION - General Liability

Coverage	Response
1 - GL Occurrence Limit	\$2,000,000
2 - GL Deductible	\$0
3 - Employee Benefits Occurrence Limit	\$2,000,000
4 - Medical Expense Limit (Max \$5,000)	\$0
5 - Total number of Housing Authority units	
6 - If Housing Authority, please give number of section 8 units (including USDA units)	
7 - Number of hotel units owned/operated by member	
8 - Do you require all contractors & vendors with whom you do business to provide a contractual hold harmless and certificate of Insurance.	Y
9 - Do you require groups using your facilities to provide a contractual hold harmless and Certificate of Insurance?	Y
10 - Do you require groups using your facilities to make you an additional insured on their insurance policy?	Y
11 - Do you have an ADA coordinator? If so please provide name.:	
12 - If you are a special district, are you responsible for sidewalk maintenance?	N
CHECK YES/ NO FOR EACH OF THE FOLLOWING EXPOSURES	
13 - Athletic Fields & Activities	Y
14 - Airports/Aircraft (Coverage limited to Premises Liability Only)	N
15 - Bleachers/Auditoriums/Stadiums	N
16 - Do you sponsor/operate Children/Youth Programs?	N
17 - Do you sponsor/operate Sr. Adult Program?	N
18 - Do you sponsor/operate programs for emotionally/mentally challenged individuals?	N
19- Electric Power Distribution(Power Generation excluded)	N
20 - EMT's/Paramedics (Incl Fire Dept & Other 1st Responders)	N
21 - Exhibition/Convention Center	N
22 - Gas Utility Distribution (Generation Excluded)	N
23 - Golf Course	N
24 - Hospitals, Nursing Homes, Medical Facilities (Coverage limited to Premises Liability only, Medical Malpractice excluded)	N
25 - Law Enforcement(See Law Enforcement section for coverage questions)	N
26 - Marinas (Premises Liability only excludes Marina Operators Liability)	Y
27 - Detention Facilities (See Law Enforcement section for coverage questions)	N
28 - Restaurants/Snack Bars/Food Beverage Carts	Y
29 - Skate Parks	N
30 - Swimming Pools/Water Parks/Splash Parks	Y
31 - Wastewater Treatment	Y
32 - Water Utility	N
33 - Watercraft (Coverage limited to craft less than 52ft excludes paying passengers)	N



Public Entity Application

Coverage Term: 10/01/2023 to 10/01/2024

Member Name: City of Pahokee

Agency: Public Risk Insurance Advisors

Section I, Item C.

34 - Wharves/Piers/Docks (Excluding Marina Ops Liability)	Y
35 - Drones (if yes, and you are requesting coverage complete the Unmanned Aircraft/Drone supplemental application found in the pool forms and documents)	N

COVERAGE INFORMATION- General Liability

Operations: Elder Care/ Respite Care	Response
1 - Number of Elder Care/Respite Care locations	
2 - Ratio of clients to care providers	

COVERAGE INFORMATION- General Liability

Operations: Special Events, Fairs, or Carnivals	Response
1 - If you have fireworks displays, how many a year do you have?	
2 - Do you contract out the fireworks display to a licensed Pyrotechnician?	



Public Entity Application

Coverage Term: 10/01/2023 to 10/01/2024

Member Name: City of Pahokee

Agency: Public Risk Insurance Advisors

Section I, Item C.

COVERAGE INFORMATION- General Liability

Supervision Abuse Prevention (Required)	Response
1 - Who in the Entity has been designated to handle claims (include name, address, telephone number and email)?	
2 - With respect to Claims Incidents, etc., do you have a written procedure for obtaining information?	Y
ENTER YES/NO FOR ALL OPERATIONS LISTED BELOW	
3 - Camps(Residential): (Yes/No)	N
4 - Camps with overnight stays: (Yes/No)	N
5 - Daycare Centers/Nursery Schools - Children or Adult Care: (Yes/No)	Y
6 - Juvenile Detention Centers: (Yes/No)	N
7 - Medical Services and Professionals - Doctors, Psychiatrists, Visiting Nurse Services: (Yes/No)	N
8 - Mental Institutions: (Yes/No)	N
9 - Orphans or Foster Homes, including Social Service Agencies responsible for the Foster Home evaluation and/or placement: (Yes/No)	N
10 - Religious/Clergy/Church Organizations	N
11 - Schools - public or private elementary, junior high or high school: (Yes/No)	N
12 - Social Service Counselors - Social Workers, Psychologists: (Yes/No)	N
13 - Special Needs Educational Facilities: (Yes/No)	N
14 - Substance Abuse Facilities with overnight stays: (Yes/No)	N
15 - Substance Abuse Facilities without overnight stays: (Yes/No)	N
16 - Youth Organizations (Sports, Scouts, YMCA/YWCA, Big Brothers/Sisters, etc): (Yes/No) - If yes please specify in Comment field	Y
17 - Is there a Sexual Abuse Prevention Program in effect?	Y
18 - Has a written policy been established clearly expressing management's commitment to sexual abuse prevention?	Y
19 - Have written procedures encompassing rules, a code of conduct and disciplinary measures been established for all staff and/or volunteers, which clearly define the policy and consequences of non-adherence?	Y
20 - Has a mechanism been developed to ensure that sexual abuse prevention policies and procedures are implemented and enforced throughout the organization?	Y
21 - Is there a Sexual Abuse Prevention Coordinator that reports to a member of management?	N
22 - Are management/staff trained in policies and procedures relating to the Sexual Abuse Prevention Program?	Y
23 - Do policies and procedures include an incident reporting and follow-up mechanism?	Y
24 - Are standard applications used for all prospective employees or volunteers?	Y
25 - Is there a minimum of two background checks for prospective employees with documentation maintained in file?	Y



Public Entity Application

Coverage Term: 10/01/2023 to 10/01/2024

Member Name: City of Pahokee

Agency: Public Risk Insurance Advisors

Section I, Item C.

26 - Do background checks include checks with "Sex Offender Hot-lines", State Police, State Department of Social Services, or similar public agencies? (where applicable)	Y
27 - In the past five years have any employees or officers been terminated for cause related to sexually abusive behavior?	N
28 - Are records maintained documenting adherence to all applicable policies and procedures, e.g., hiring and screening, code of conduct, training, incident and follow-up procedures?	Y
29 - Are you aware of any circumstance that may result in a sexual abuse claim? If Yes, explain in the comment box. (Please note providing details here does not qualify as reporting a claim)	N
30 - Have any members of the staff been transferred because of allegations of sexual abuse?	N



Public Entity Application

Coverage Term: 10/01/2023 to 10/01/2024

Member Name: City of Pahokee

Agency: Public Risk Insurance Advisors

Section I, Item C.

COVERAGE INFORMATION - Property

Coverage	Response
1 - ISO Protection Class:	2
2 - AOP Property Deductible:	\$1,000
3 - Excess Flood Limit (primary for zones other than A & V) - Maximum Limit \$5,000,000	\$5,000,000
4 - Earth movement Limit - Maximum Limit \$5,000,000	\$5,000,000
5 - Equipment Breakdown Coverage requested (Y/N)	Y
6 - Do any of the buildings have unrepaired damage from a recent loss? If so, please describe the extent of the damage and location.	N
7 - Date of last property valuation: (4 digit year)	2022
8 - If new business, have you attached a copy of your most recent appraisal?	
9 - Does the member own any structures not listed on the Property Application Schedule of Locations? If yes, provide description in the comment box.	N
10 - Are these structures insured with another carrier?	N

Named Covered Party: City of Pahokee

Agreement Number: 10/01/2023 to 10/01/2024

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0502018 23-01 01 - 1

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

- ☒ a. I hereby reject Uninsured Motorist coverage.
- ☐ b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable)
each accident
- ☐ c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

☐ I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature _____ **Title** _____

Name _____ **Date** _____

Named Covered Party: City of Pahokee

Effective: 10/01/2023

Termination: 10/01/2024

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

X	Property TIV: \$20,848,943
X	Inland Marine Blanket Unscheduled IM: \$500,000 Scheduled Inland Marine: \$26,000 Total All Inland Marine: \$526,000
N/A	Property TRIA (Terrorism Risk Insurance Act) coverage
X	Crime
X	General Liability Ratable Payroll: \$2,202,866
N/A	Law Enforcement Liability Officers: Not Included
X	Professional Liability Employees: 56
X X X	Automobile 26 Units - Auto Liability 26 Units - Comprehensive 26 Units - Collision
N/A	Stop Loss Aggregate: Not Included Applies to:
N/A	Excess Workers' Compensation Payroll: Not Included
X	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).
X	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signature _____ Title _____

Name _____ Date _____

Coverage is provided by Preferred Governmental Insurance Trust

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



Public Risk Underwriters

Public Entity Application

Section I, Item C.

PO Box 958455
Lake Mary, FL 32795-
8455
Phone: 321-832-1450
Fax: 321-832-1496

Worker's Compensation 1st\$ or Deductible Application
Coverage Term: 10/01/2023 to 10/01/2024

General Member Information	
Name:	City of Pahokee
Mailing:	207 Begonia Drive
City/State/Zip:	Pahokee,FL,33476
Physical:	207 Begonia Drive
City/State/Zip:	Pahokee,FL,33476

Member Contact Information		Additional Member Information	
Contact: Jacqueline Ramsay		FEIN: 596000400	NCCI Risk ID:
Title: HR Manager		Population:	6,400
Phone: 561-924-5534	Fax: 561-924-8140	Physical County: PALM BEACH	
Email: jramsay@cityofpahokee.com		Member Type: Municipality	
Agency Information		Agency Contact Information	
Agency: Public Risk Insurance Advisors		Contact: Emily Bailey	
Address: 300 North Beach Street		Phone: 386-333-6085	
City/State/Zip: Daytona Beach,FL,32114		Fax:	
Phone: 386-252-6176	Fax: 386-239-4049	Email: Emily.Bailey@bbrown.com	

CERTIFICATION

The undersigned being authorized by and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this Application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Chair, President, Superintendent or Executive Director of the Educational Entity) or the Risk Manager (or ranking official) assigned this function.

SIGNATURE:	_____
TITLE:	_____
DATE:	_____

NOTICE TO APPLICANT

For your protection, the following Fraud Warning is required to appear on this application:

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



Worker’s Compensation 1st\$ or Deductible Application

Section I, Item C.

Coverage Term: 10/01/2023 to 10/01/2024
Member Name City of Pahokee
Agency: Public Risk Insurance Advisors

Current Coverages Selected:_____

Workers' Compensation

Coverage/ Exposure Summary:_____

Line of Business	Exposure/ Coverage	Applicable/Not Applicable
General Question	Application General Information	Applicable
Workers' Compensation	1st Dollar (Standard Limits are \$1M/\$1M/\$1M)	Applicable

**Worker's Compensation 1st\$ or Deductible Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name** City of Pahokee**Agency:** Public Risk Insurance Advisors**Pa**
Section I, Item C.**COVERAGE INFORMATION**

General Questions	Response
Account CSR:	Bailey, Emily
Agent Name:	Kyle Stoekel
Primary Member Contact:	Carlos Mangual
If New Primary Contact include name, phone and email address:	HR, Risk Manager, 561-924-5534
Have you attached the most recent audited financials?	Y
Requested Effective Date:	10/01/2023
Requested Termination Date:	10/01/2024
Bid Date (if Applicable, Attach RFP copy):	
Need by Date:	08/17/2023
If new business, complete and attach the "Expiring information" form. Template can be found under 'Pool Forms and Documents' on Home page (submission is not complete without this information)	
If with PGIT less than 5 years, complete and attach the "Loss Summary" form or a "No Known Losses" letter. Form can be found with Pool Forms under the Documents section on Home page (submission is not complete without this information).	
Member's FEIN:	596000400
NCCI Risk ID #:	
Population:	6,400
Full Detailed Description of Operations:	Municipality
Installment Schedule (Direct Bill):	WC - 50% Down, 25% due at 90 days and 25% due at 180 days
Do you have a risk Manager? (Yes/No)	Y
If yes, please provide name and phone number	Carlos Mangual
Do you have a Human Resources or Personnel Department? (Yes/No) If No, please describe handling of this function:	Y
Number of Full Time Police	0
Number of Full Time Fire	0
Number of Full Time All Other Personnel	46
Number of Part Time Police	0
Number of Part Time Fire	0
Number of Part Time All Other Personnel including Seasonal	0
Number of Volunteers Police	0
Number of Volunteers Fire	0
Number of Volunteers All Others	10
Police - Estimated Payroll	\$0.00
Fire - Estimated Payroll	\$0.00
All Other - Estimated Payroll	\$2,202,866.00

Coverage Term: 10/01/2023 to 10/01/2024

Member Name City of Pahokee

Section I, Item C.

Agency: Public Risk Insurance Advisors

COVERAGE INFORMATION - Worker's Compensation
1st Dollar or Deductible
Response

1.	Enter number of broken arm posters needed:	5
2.	WC Limit Requested (standard is \$1M/\$1M/\$1M):	PGIT - Statutory (\$1M , \$1M, \$1M)
3.	WC Deductible Requested:	\$0 Deductible
4.	Experience Modification Factor:	1.18
5.	Experience Modification Factor Effective Date:	10/01/2022
6.	Is a formal drug free program in operation? Attach Drug Free Credit Application.	Y
7.	Is a formal safety program in operation? Attach Safety Credit Application.	Y
8.	Is there a formal Return to Work - Light Duty program in place for all operational areas?	Y
9.	Does employer have a safety committee?	Y
10.	If Yes, is there management participation	Y
11.	Is there a formal review of all workplace accidents?	Y
12.	Do past, present, or discontinued operations involve storing, treating, discharging, applying, disposing, or transporting hazardous materials? If yes, describe:	N
13.	Any work performed underground or above 15 feet? If yes, describe:	N
14.	Any work performed on docks, barges, vessels, bridges, or over water? If yes, describe:	Y
15.	Are sub-contractors used? If yes, describe:	Y
16.	Are Work Comp COI's required for sub-contractors/ vendors?	Y
17.	Do employees travel out of state? If yes, describe:	N
18.	Do you lease employees to or from other employers? If yes, describe:	N
19.	Any group transportation provided? If yes, describe:	N
20.	Are physicals required after offers of employment are made? If yes, list which departments or positions require physicals.	Y

Coverage Term: 10/01/2023 to 10/01/2024

Member Name City of Pahokee

Section I, Item C.

Agency: Public Risk Insurance Advisors

21.	Are there any occupational disease exposures involved in the operation including asbestos, silica, dust, hazardous chemicals, radiation, communicable disease or any other occupational disease exposure? If Yes, describe:	N
22.	Is there any owned, leased or chartered aircraft? If yes, complete aviation supplemental application.	N
23.	Are there any owned or operated airports? If yes, describe:	N
24.	Is there any owned, leased or chartered watercraft? If yes, describe operation:	N
25.	Any employees who may be subject to the Longshore and Harbor Workers' Compensation Act, Jones Act or Federal Employer's Liability Act? If yes, describe:	N
26.	Do operations include electric utility? If yes, describe:	N
27.	Any power generation?	N
28.	Any power distribution?	N
29.	# Lineman	
30.	Amount of payroll associated with lineman	
31.	Do operations include gas utility? If yes, describe:	N
32.	Do operations include a penal facility? If yes, describe:	N
33.	Do operations include amusement park or similar facility? If yes, describe:	N

Named Covered Party: City of Pahokee
Term: 10/01/2023 to 10/01/2024
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: WC FL1 0502018 23-01 01 - 1

**EMPLOYER WORKPLACE SAFETY PROGRAM
PREMIUM CREDIT APPLICATION**

Contact Person: _____

Telephone Number: _____

I am submitting a copy of my workplace safety program which meets the requirements of Section 440.1025, Florida Statutes. I certify that this Safety Program has been implemented in the workplace and is being maintained as submitted to "Preferred (The Trust)".

This is to certify that the Workplace Safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

1. Written Safety Policy and Safety Rules
2. Safety Inspections
3. Preventive Maintenance
4. Safety Training
5. First Aid
6. Accident Investigation
7. Necessary Record Keeping

I am aware that we may be subject to on-site inspections by "The Trust", for the purpose of validation the accuracy of this information.

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s.775.083 or s.775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Certification or Employer Workplace Safety Program Premium Credit, and that the facts stated in it are true.

Employer Name: _____

Date: _____

Officer/Owner Signature*: _____

Title: _____

*Application must be signed by an officer or owner.

Named Covered Party: City of Pahokee
Term: 10/01/2023 to 10/01/2024
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: WC FL1 0502018 23-01 01 - 1

DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM APPLICATION

Testing:

Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- ☐ Job Applicant ☐ Routine fitness for duty
☐ Reasonable suspicion ☐ Follow-up testing to Employee Assistance Program

Notice of Employer's Drug Testing Policy:

- ☐ Copy to all employees prior to testing ☐ Show notice of drug testing on vacancy announcements
☐ Posted on/at employer's premises ☐ Copies available to personnel office or other suitable locations
☐ Copy to job applicants prior to testing ☐ No notice required because drug testing program in place prior to July 1, 1990
☐ General notice given 60 days prior to testing

Education:

- ☐ Resource file on providers
☐ Employee Assistance Program
☐ Education

Name of Medical Review Officer: _____

A. Name of approved Agency for Health Care Administration lab or United States Department of Health and human Services Certified Laboratory: _____

B. Phone Number: _____

C. Address: _____

Your certification is subject to physical verification by "Preferred (The Trust)". Your coverage agreement is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the Coverage Agreement if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly and with intent in injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Application for Drug-Free Workplace Premium Credit Program, and that the facts stated in it are true.

Employer Name

Officer/Owner Signature*

Date

Title

*Application must be signed by an officer or owner.

PARTICIPATION AGREEMENT

Application for Membership in the Preferred Governmental Insurance Trust

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Trust for continuing workers compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental Insurance Trust, to become effective 12:01 a.m. 10/01/2023 (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

- (a) To accept and be bound by the provisions of the Florida Workers' Compensation Act;
- (b) That, by this reference, the terms and provisions of the Amended Interlocal Agreement creating the Preferred Governmental Insurance Trust date October 1, 2004 are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Amended Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Amended Interlocal Agreement as provided therein;
- (c) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (d) To abide by the rules and regulations adopted by the Board of Trustees of the Fund;
- (e) That should either the Applicant or the Fund desire to cancel coverage, it will give not less than thirty (30) days prior written notice of cancellation;
- (f) That all information contained in the underwriting application provided to the Fund as a condition precedent to participation in the Fund is true, correct and accurate in all respects.

(Name of Local Governmental Entity)

Witness Signature

By: Signature

Printed Name

Printed Name

Witness Signature

Title:

Printed Name

For Internal Use Only

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE THE ____ DAY OF _____, 20 ____ . SIGNED THIS ____ DAY OF _____, 20 ____ .

By: Administrator/Trustee

AMENDED INTERLOCAL AGREEMENT CREATING THE PREFERRED GOVERNMENTAL INSURANCE TRUST

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

WITNESSETH:

WHEREAS, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

WHEREAS, Section 166.021, Florida Statutes, provides in part that "...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law."; and

WHEREAS, Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", provides that Local Governmental Entities may enter

into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

WHEREAS, Section 624.4622, Florida Statutes, provides that any two or more Local Governmental Entities may enter into an interlocal agreement for the purpose of securing the payment of benefits under Chapter 440, Florida Statutes, provided such local governmental self- insurance fund created thereby has an annual normal premium in excess of five million dollars (\$5,000,000.00), maintains a continuing program of excess insurance coverage, submits annual audited year-end financial statements, and has a governing body which is comprised entirely of local elected officials; and

WHEREAS, Section 768.28, Florida Statutes, provides that the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to such section; and

WHEREAS, Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof in anticipation of any judgment or settlement which its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in s. 111.07, Florida Statutes; and

WHEREAS, Section 624.462, Florida Statutes, provides that a governmental self-insurance pool created pursuant to Section 768.28(16), Florida Statutes, shall not be considered a commercial self-insurance fund; and

WHEREAS, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this

Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under Chapter 440, Florida Statutes; and

WHEREAS, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under risk management programs or liability insurance programs; and

WHEREAS, it is in the public interest, and in the best interest of the parties hereto, that they join together to establish a consolidated and comprehensive Fund for the payment of benefits under the Florida Workers' Compensation Law, payment of claims, judgments and claims bills which they may become liable to pay, payment of certain civil rights liabilities, payment of casualty and property losses, and the purchase of appropriate policies of insurance, excess insurance and reinsurance to provide protection against such claims and liabilities; and

WHEREAS, the governing authority of each of the Local Governmental Entities which are a party to this Agreement have duly authorized the execution and delivery of a Participation Agreement obligating such Governmental Entity to full performance of this Agreement; and

WHEREAS, it is the intent of this Agreement to allow participation by additional Local Governmental Entities in the self-insurance fund created hereby, pursuant to the terms and conditions of this Interlocal Agreement;

NOW, THEREFORE, by virtue of the execution and delivery of a Participation Agreement, the parties hereto do hereby covenant and agree as follows

SECTION I

INCORPORATION OF RECITALS

The foregoing WHEREAS clauses are incorporated in, and made a part of, this Amended Interlocal Agreement.

SECTION II

DEFINITIONS

The following definitions shall apply to the provisions of this Amended Interlocal Agreement:

- 2.1 **ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.
- 2.2 **CLAIMS MANAGEMENT.** "Claims Management" shall mean the process of identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.
- 2.3 **CONTRIBUTION(S).** "Contribution(s)" shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms "Contribution(s)", "Premium(s)" and "Premium Contribution(s)" are used interchangeably and synonymously throughout this Agreement.
- 2.4 **COVERAGE TERMS.** "Coverage Terms" or "Coverage Agreements" shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time

which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.

- 2.5 FUND.** “Fund” shall mean the group self-insurer’s fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms “Fund”, “Trust” and “Trust Fund” are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES.** “Local Governmental Entity or Entities” shall mean any “public agency” as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER.** “Member” shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE.** “Non-Compliance” shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.
- 2.9 PARTICIPATION AGREEMENT.** “Participation Agreement” shall mean the application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers’ Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.
- 2.10 PREMIUM(S).** “Premium(s)” shall mean “Contribution(s)”.

- 2.11 PREMIUM CONTRIBUTION(S).** “Premium Contribution(s)” shall mean Contribution(s).
- 2.12 THIRD-PARTY CLAIMS MANAGER.** “Third-Party Claims Manager” shall mean an individual or organization providing claims management services to the Fund.
- 2.13 TRUST.** “Trust” shall mean the “Fund”.
- 2.14 TRUSTEES.** “Trustees” or “Board of Trustees” shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15 TRUST FUND.** “Trust Fund” shall mean the “Fund”.

SECTION III
ESTABLISHMENT OF “PREFERRED
GOVERNMENTAL INSURANCE TRUST”
AS A SELF-INSURED FUND

- 3.1 ESTABLISHMENT.** The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2 LOCATION.** The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3 PURPOSES.** This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
- (a) Pooling Member’s resources to fulfill Members’ legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers’ Compensation Law;
 - (b) To minimize the cost of providing workers’ compensation coverage by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;

- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

This Agreement is not intended to create a partnership or other legal entity whereby one Member assumes the obligations of another Member, or the obligations of the Fund in general.

3.4 NON-ASSESSABILITY. Should a deficit develop in the Trust, after excess reinsurance recoveries, whereby claims or other expenses cannot be paid, each individual Member shall assume liability for the costs of claims brought against that Member as if such Member were individually self-insured. Each individual Member shall thereafter be responsible for its individual costs including, but not limited to, claims administration without an obligation to, or a right of contribution from, other Members.

3.5 POWERS. The Trust shall have all the rights, powers, duties and privileges as set forth in Article VIII, Section 2 of the Florida Constitution, and Sections 163.01, et seq., 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, and any other applicable Florida Statutes, which are necessary to accomplish the purposes described in Section 3.3, including but not limited to the following:

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.
- (b) Collecting premiums from Members for the purpose of paying for or providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.

- (c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.
- (d) Paying for or providing all or a part of such coverages.
- (e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.
- (f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.
- (g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

SECTION IV

ADMINISTRATION OF FUND

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each

Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting. Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present.

The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

- 4.2 VOTING.** All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.
- 4.3 OFFICE OF THE FUND.** The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.
- 4.4 EXECUTION OF DOCUMENTS.** A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the

action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

- 4.5 APPOINTMENT OF ADMINISTRATOR.** The trustees shall designate and provide compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.
- 4.6 COMPENSATION AND REIMBURSEMENT OF TRUSTEES.** The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

SECTION V

NUMBER, QUALIFICATION, TERM OF OFFICE AND POWER AND DUTIES OF TRUSTEES

- 5.1 NUMBER AND QUALIFICATION OF TRUSTEES.** The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and

consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.

- 5.2 RESIGNATION AND REMOVAL OF A TRUSTEE.** A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take effect immediately upon the election of such successor Trustee. Additionally, oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.
- 5.3 ELECTION OF SUCCESSOR TRUSTEES.** Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.
- 5.4 TRUSTEE TITLE.** In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.
- 5.5 TRUSTEE OFFICERS.** The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such

officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

5.6 POWER AND AUTHORITY. The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:

- (a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.
- (b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.
- (c) To borrow funds, issue bonds and other certificates of indebtedness, and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.
- (d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.
- (e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.
- (f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.

- (g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.
- (h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.
- (i) To invest and reinvest funds that may come into the possession of the Fund.
- (j) To assume the assets and liabilities of the Fund.
- (k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.
- (l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.
- (m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

5.7 APPROVAL OF MEMBERS. The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may participate in the Fund unless such prospective member is a public agency of the state. As used herein, the phrase “public agency” includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

- 5.8 REPORTING.** The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal and state statutes and rules and regulations, including, but not limited to, periodic payroll audits, periodic summary loss reports, periodic statements of financial condition, certified audits, appropriate applications filed by prospective new members, reports as to financial standings, payroll records, reports relating to coverage, experience, loss and compensation payments, summary loss data statements, periodic status reports, and any other such reports as may be required from time to time to accomplish the purpose of the Fund or to satisfy the requirements of appropriate governmental entities.
- 5.9 TRUSTEES' LIABILITY.** The Trustees and their agents and employees shall not be liable for any act of omission or commission taken pursuant to this Agreement unless such act constitutes a willful breach of fiduciary duties nor shall any Trustee be liable for any act of omission or commission by any other Trustee or by any employee or agent of the Fund. The Fund hereby agrees to save, hold harmless and indemnify the Trustees and their agents and employees for any loss, damage or expense incurred by said persons or entities while acting in their official capacity on behalf of the Fund, unless such action constitutes a willful breach of fiduciary duties.
- 5.10 RELIANCE ON COUNSEL'S OPINION.** The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Agreement or the Fund created thereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or suffered by the Board of Trustees or an individual Trustee acting hereunder in good faith and in accordance with the opinion of such counsel.
- 5.11 BY-LAWS, RULES AND REGULATIONS.** The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

SECTION VI

POWERS AND DUTIES OF THE ADMINISTRATOR

- 6.1 RESPONSIBILITIES.** The Administrator shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Fund, the by-laws, rules and regulations established by the Board of Trustees, the provisions of this Agreement, and applicable federal and state statutes, rules and regulations. The powers, duties and responsibilities of the Administrator retained by the Board of Trustees shall be set forth in an Administrative Agreement executed between the Board of Trustees and the Administrator.
- 6.2 CONTRIBUTIONS.** The Administrator shall deposit into the account or accounts designated by the Board of Trustees, at the financial institution or institutions designated by the Board of Trustees, all contributions as and when collected from the Members and said monies shall be disbursed only in the manner provided by this Agreement, the Coverage Agreements, the rules, regulations and by-laws of the Board of Trustees, and the Agreement entered into by and between the Board of Trustees and the Administrator.

SECTION VII

MEMBERS

- 7.1 MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty (30) days prior to the effective date of such cancellation, suspension or expulsion, and no liability under this Agreement or any other agreement,

certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

7.2 RESPONSIBILITIES OF MEMBERS. By execution of a Participation Agreement agreeing to be bound by the terms and conditions of this Amended Interlocal Agreement, each Member agrees to abide by the following rules and regulations:

(a) The Trustees have the sole responsibility to govern and direct the affairs of the Fund pursuant to this Agreement.

(b) Any Member who formally applies for Membership in this Fund, and who is accepted by the Board of Trustees, shall thereupon become a party to this Amended Interlocal Agreement and shall be bound by all of the terms and conditions contained herein. The Participation Agreement shall constitute a counterpart of this Amended Interlocal Agreement, and this Amended Interlocal Agreement shall constitute a counterpart of the Participation Agreement.

(c) To maintain a reasonable loss prevention program in order to provide the maximum in safety and lawful practices as such may relate to the potential liability assumed by the Fund under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.

(d) To comply with the conditions of the Florida Workers' Compensation Law.

(e) To provide immediate notification in the event an accident or incident occurs which is likely to give rise to a claim within the scope of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.

(f) To promptly make all contributions for coverages arising under this Agreement, or any other agreement, certificate, document, or other

instrument executed by the Fund and the Member pursuant to this Agreement, at the time and in the manner directed by the Board of Trustees. Said contributions may be reduced by any discount, participation credit, or other contribution reduction program established by the Board of Trustees.

(g) In the event of the payment of any loss by the Fund on behalf of the Member, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees and agents, to execute and deliver such instruments and papers as is required, and do whatever else is reasonably necessary, to secure such right to the Fund, and to cooperate with and otherwise assist the Fund as may be necessary to effect any recovery sought by the Fund pursuant to such subrogated rights.

(h) The Board of Trustees, its Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliance covered pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Fund, and up to and including two (2) years following the termination of its membership in the Fund, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted

against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said agreements, or any other agreement, certificate, document, or other instruments, although such claims, suits, allegations or demands are wholly groundless, false, fraudulent, and to pay all costs taxed against the Member in any such legal proceedings defended by the Fund or the Member, all interest, if any, legally accruing before and after entry of judgment in such proceedings, and all expense incurred in the investigation, negotiation or defense of such claims, suits, allegations or demands. Such defense shall be subject to the control of the Fund and its Administrator, which may make such investigations and settlement of any such claim, suit, or other legal proceeding, monetary or otherwise, as they deem expedient. The Member agrees to cooperate fully with the Fund, its administrator and their agents, with respect to the investigation, adjustment, litigation, settlement and defense of any claim, suit, or other legal proceeding, monetary or otherwise, which would be covered by the terms of this Agreement and/or any policies of insurance, excess insurance or re-insurance which have been purchased to provide protection against such claims and liabilities. The Member acknowledges that failure to cooperate fully in the investigation, defense or litigation of such claims, suits, or liabilities may constitute grounds for denial of coverage pursuant to this Agreement and/or the applicable policies of insurance.

(j) The liability of the Fund is specifically limited to the discharge of the liability of its Members assumed pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement; the coverage of the Fund does not apply to punitive or exemplary damages.

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or

any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

(l) Except as otherwise provided herein, a Member's coverage may be cancelled by the Fund or the Member at any time upon no less than thirty (30) days prior written notice by the Board of Trustees or Administrator to the Member, or by the Member to the Board of Trustees. The notice shall state the date such cancellation shall become effective.

(m) Excess monies remaining after the payment of claims and claims expenses, and after provision has been made for the payment of open claims and outstanding reserves, may be distributed by the Board of Trustees to the Members participating in the Fund in such manner as the Board of Trustees shall deem to be equitable.

(n) There will be no disbursements out of the reserve fund established by the Fund by way of dividends or distributions of accumulated reserves to Members until after provision has been made for all obligations against the Fund and except at the discretion of the Board of Trustees.

(o) Qualified service providers, including attorneys selected by the Fund, shall defend, investigate, settle and otherwise process and dispose of all claims, suits, allegations or demands that may result in liability assumed by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all

other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

(q) To make prompt payment of all contributions and penalties as required by the Board of Trustees, said contributions or penalties to be determined by the Board of Trustees. Any disputes concerning contributions or penalties shall be resolved after the payment of said contributions or penalties.

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(s) Coverage by the Fund under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire and be cancelled, upon no less than ten (10) days prior written notice from the Fund to the Member, for nonpayment of contributions.

(t) To abide by all the terms and conditions of this Agreement, the Participation Agreement, the Fund's by-laws, the rules and regulations, the terms of any coverage document issued by the Fund to the Member, and any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(u) Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability to \$100,000.00 per individual claim, and to \$200,000.00 for multiple claims, arising out of the same transaction. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

SECTION VIII

ACCOUNTING

True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Trust. The accounts of the Trust shall be audited annually by a firm of independent certified public accountants, which shall be selected by the Board of Trustees.

SECTION IX **DURATION**

This Agreement shall continue in full force and effect until it is terminated by the mutual consent of all the Members; provided, however, that this Section IX shall not be construed to preclude the termination and winding up of the Trust within the discretion of the Board of Trustees, or the amendment of this Agreement pursuant to Section X.

SECTION X **AMENDMENT**

This Agreement may be amended upon the written consent of the Members of the Fund. Execution of a Participation Agreement or renewal of coverages provided by the Fund shall constitute such written consent.

SECTION XI **STATUTES, RULES AND REGULATIONS**

The Trust shall at all times act in accordance with the provisions of statutes, rules and regulations of the State of Florida.

SECTION XII **MISCELLANEOUS PROVISIONS**

12.1 PROHIBITION AGAINST ASSIGNMENT. No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.

- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neutral gender in all situations where they would so apply. Whenever any words are used in this Agreement in the singular, they shall be construed as though they were also used in the plural form in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.
- 12.6 FISCAL YEAR.** The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

By execution of the attached Participation Agreement or renewal of coverages provided by the Fund, and upon acceptance by the Board of Trustees, or their designated agent, the Member agrees to be fully bound by the terms and conditions of the Amended Interlocal Agreement, effective October 1, 2004, and thereafter.

**AMENDMENT “A” TO THE
AMENDED INTERLOCAL AGREEMENT
CREATING
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

WHEREAS, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively “Preferred”, “Fund” or “Trust”) provides that the Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

WHEREAS , in order to protect the integrity of Preferred, its continued success and provide security as to its operation and administration, it is essential that the provisions of the Interlocal Agreement, relating to who may serve as a Trustee of Preferred, be fully compliant with applicable Florida Statutes;

NOW, THEREFORE , by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend subsection 5.1 of the Amended Interlocal Agreement to read as follows:

5.1 NUMBER AND QUALIFICATION OF TRUSTEES. The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Upon initial election to the Board of Trustees, a Trustee shall be a local elected official of a member of the Trust. No two (2) Trustees may be local elected officials from the same governmental entity. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee’s term of office as a local elected official. Following a Trustees’ initial term of office, such Trustee may continue to serve as a Trustee of Preferred provided: (1) such Trustee holds an office as an elected local official (as required by s. 624.4622(1) (d) Florida Statutes); and (2) a majority of the Board of Trustees, in their sole discretion, determine that it is in the best interest of the Trust that such Trustee continue to serve as a Trustee of Preferred, and so elects such Trustee to continue to serve a successive term, or terms. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Chairman, or acting Chairman, of the Board of Trustees.

Effective Date: October 1, 2013



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Jongelene Adams

SUBJECT: Community & Economic Development Department

DATE: 19 September 2023

GENERAL SUMMARY/BACKGROUND:

Palm Beach County Office of Community Revitalization has awarded the City of Pahokee Parks & Recreation Department three (3) NEAT (Neighborhood Engagement and Transformation) Grant for FY2023-2024.

The overall project entails: **1)** the purchase and installation of trash receptacles to be installed throughout the City of Pahokee (\$10,000); **2)** the purchase and installation of benches (\$10,000); and **3)** the procurement of services and items to repair MLK park's basketball courts and walking trail and perform other park improvements (\$10,000).

BUDGET IMPACT:

The PBC Office of Community Revitalization will fund the City with three (3) \$10,000.00 grants for MLK Park and Installation of Trash Receptacles and Benches for City-wide Neighborhood Beautification improvements.

LEGAL NOTE: N/A**STAFF RECOMMENDATION:**

The Department of Community & Economic Development recommends approval of this FY2023-2024 NEAT Grant.

ATTACHMENTS:

Resolution 2023 - 60

RESOLUTION 2023 - 60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING THREE NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANTS (NEAT) IN THE TOTAL AMOUNT OF THIRTY THOUSAND (\$30,000,00) FOR MLK AND TRASH RECEPTACLES AND BENCHES AS PART OF THE NEIGHBORHOOD BEAUTIFICATION IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee, Florida desires to accept three Neighborhood Engagement and Transformation (NEAT) grants from the from the Palm Beach County Office of Community Revitalization for park improvements at MLK Park and trash receptacles and benches as the neighborhood beautification improvements throughout the City; and

WHEREAS, NEAT Grant applications were submitted by the City and grants have been awarded in a total amount of Thirty Thousand dollars (\$30,000). The overall project entails: **1)** the purchase and installation of trash receptacles to be installed throughout the City of Pahokee (\$10,000); **2)** the purchase and installation of benches (\$10,000); and **3)** the procurement of services and items to repair MLK park’s basketball courts and walking trail and perform other park improvements (\$10,000); and

WHEREAS, the City Commission has determined that accepting the NEAT grants referred to collectively as the “Neighborhood Beautification Project” or the “Project” is in the best interests 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. Acceptance of NEAT (3) Grants
The City Commission of the City of Pahokee, Florida hereby accepts grant awards in the total amount of Thirty Thousand dollars (\$30,000).

Section 3. Authorization of City Manager. The City Commission authorizes the City Manager to take all necessary action to ensure that the objectives

of this resolution are carried out.

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

PASSED and **ADOPTED** this 26th day of September, 2023.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, 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)

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND CITY OF PAHOKEE
FOR THE
NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANT**

THIS AGREEMENT is made and entered into on the ____ day of _____, 20__, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “COUNTY” and City of Pahokee, a political subdivision of the State of Florida, hereinafter referred to as “AWARDEE”.

In consideration of the mutual promises contained herein, the COUNTY and the AWARDEE agree as follows:

WHEREAS, The Office of Community Revitalization (OCR) provides organizational and technical support to residents and neighborhood organizations who desire to improve the quality of life within their community; and

WHEREAS, AWARDEE submitted a grant applications for the Neighborhood Engagement and Transformation Grant, not to exceed Thirty Thousand dollars (\$30,000) for a beautification project. The overall project entails: **1)** the purchase and installation of trash receptacles to be installed throughout the City of Pahokee (\$10,000); **2)** the purchase and installation of benches (\$10,000); and **3)** the procurement of services and items to repair MLK park’s basketball courts and walking trail and perform other park improvements (\$10,000). The overall project is hereinafter referred to as the “Neighborhood Beautification Project” or the “Project”; and

WHEREAS, COUNTY has selected AWARDEE’S Neighborhood Beautification Project to receive funding for implementation; and

WHEREAS, COUNTY desires to provide AWARDEE an amount not to exceed \$30,000 to help offset expenses toward AWARDEE’S implementation of its Neighborhood Beautification Project; and

WHEREAS, implementation of AWARDEE’S Neighborhood Beautification Project, serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

ARTICLE 1 – INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 – SERVICES

AWARDEE shall perform the Project Scope of Work, as proposed by AWARDDEE and detailed in the Scope of Work as described in Exhibit “A,” attached hereto and incorporated herein by reference. AWARDDEE shall abide by any written instructions or conditions placed on the Project by the COUNTY, whether or not included in this Agreement.

ARTICLE 3 – SCHEDULE

The term of this Agreement shall be for twelve (12) months, commencing on the date this Agreement is fully executed by the parties.

AWARDEE shall complete the Project within ten (10) months of execution of this Agreement, and shall provide its final reimbursement request(s) and final accounting data to COUNTY for the completed project within eleven (11) months of execution of this Agreement by the parties hereto.

ARTICLE 4 – PAYMENTS TO AWARDDEE AND VENDORS

- A. COUNTY agrees to reimburse the AWARDDEE for the costs associated to the Neighborhood Beautification Project, as set forth more specifically in Exhibit “A.”
- B. AWARDDEE hereby authorizes COUNTY to make payments directly to Registered County vendors on behalf of AWARDDEE, for expenses incurred pursuant to this Agreement. COUNTY will use its best efforts to reimburse the AWARDDEE within forty-five (45) days of receipt of invoices indicating services or materials have been rendered in furtherance of the Scope of Work. These invoices must be approved in writing by the AWARDDEE and/or registered County vendors indicating that the services or materials were delivered to AWARDDEE’s satisfaction. COUNTY may make payments directly to the vendor issuing the invoice, or may purchase items on behalf of AWARDDEE from registered County vendors. In no event shall payments and/or reimbursements made by COUNTY exceed THIRTY THOUSAND (\$30,000) for this Project. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will not reimburse AWARDDEE for payment of any sales tax. AWARDDEE is not authorized to use the COUNTY’S tax exemption number in securing such materials. Minor changes to the Scope of Work which do not increase the total amount of the awarded grant funding as described in this Agreement may be requested in writing by AWARDDEE to the Office of Community Revitalization (OCR) Director, and approved by the County Administrator or designee at their discretion during the period of this Agreement.
- C. COUNTY will use its best efforts to provide said funds to AWARDDEE on a reimbursement basis within forty-five (45) days of receipt of the following information:
 - 1. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement;
 - 2. A Contract Payment Request Form attached hereto and made a part hereof as Exhibit “B,” which is required for each and every reimbursement requested by AWARDDEE. Said information shall list each invoice paid by AWARDDEE and shall include the vendor

invoice number, invoice date, and the amount paid by AWARDEE along with the number and date of the respective check and/or proof of payment for said payment. AWARDEE shall attach a copy of each vendor invoice paid by AWARDEE along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contract Payment Request Form.

3. COUNTY'S representative verifies that the project and invoices are in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment.
- D. In the event AWARDEE ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY, and COUNTY in its sole discretion, shall have no further obligation to honor reimbursement requests submitted by AWARDEE. COUNTY shall make the determination that AWARDEE has ceased or suspended the Project and AWARDEE agrees to be bound by COUNTY's determination.
- E. COUNTY reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A."
- F. In order to do business with Palm Beach County, AWARDEE is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If AWARDEE intends to use vendor, awardee must also ensure that all vendors are registered in VSS.

ARTICLE 5 – COUNTY’S RIGHT TO INSPECT

COUNTY shall have the right to perform on-site inspections during normal business hours to verify the Project is being executed in conformance with the Project Scope of Work.

ARTICLE 6 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent on annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 7 – OPERATION AND MAINTENANCE RESPONSIBILITIES

AWARDEE shall be responsible for the operation and maintenance of the Project, including all associated costs. AWARDEE shall use, maintain and store the Equipment in accordance with the terms of this Agreement for a period of two (2) years from the date of execution of this Agreement. Equipment is defined in more detail in Exhibit A, the Scope of Work. This provision shall survive termination or expiration of this Agreement.

ARTICLE 8 – TERMINATION

The parties agree that in the event AWARDEE is in default of its obligations under this Agreement, the COUNTY may provide AWARDEE thirty (30) days written notice to cure the default. In the event AWARDEE fails to cure the default within the thirty (30) day cure period, the COUNTY shall have no further obligation to honor reimbursement requests submitted by AWARDEE for the Project deemed to be in default and AWARDEE shall return any COUNTY funds already collected by AWARDEE under this Agreement for the Project.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the COUNTY, without cause, upon ten (10) days prior written notice to the other party. The COUNTY may terminate this Agreement with cause, upon expiration of the thirty (30) day cure period provided for above.

ARTICLE 9 – INDEPENDENT CONTRACTOR RELATIONSHIP

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

The AWARDEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation

ARTICLE 10 - INSURANCE

- A. AWARDEE shall, at its own expense, maintain in effect at all times during the life of this Agreement, Commercial General Liability at a limit of liability not less than \$500,000 per occurrence and shall not include an endorsement excluding Contractual Liability nor Cross Liability. AWARDEE agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured Designated Person or Organization endorsement to Commercial General Liability. The additional insured shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.
- B. AWARDEE shall require each contractor, vendor or subcontractor hired by AWARDEE for work associated with this Agreement to maintain:
 - 1. Workers’ Compensation coverage in accordance with Florida Statutes, and
 - 2. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than Five Hundred Thousand dollars (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.

- C. Prior to execution of this Agreement, AWARDEE shall deliver to the COUNTY a Certificate of Insurance evidencing the required coverage, and providing minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage to, OCR Director, Palm Beach County c/o Office of Community Revitalization, 2300 North Jog Road, West Palm Beach, FL 33411.
- D. The AWARDEE insurance requirements to this agreement may be waived by the Department of Risk Management, as evidenced by the signed “NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM INSURANCE VERIFICATION FORM” attached hereto. Such waiver does not waive the requirements of contractors, vendors or subcontractors hired by AWARDEE under paragraph B of this Article.

ARTICLE 11 - INDEMNIFICATION

AWARDEE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of AWARDEE.

ARTICLE 12 - REMEDIES

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

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or AWARDEE.

ARTICLE 13 – RELEASES AND HOLD HARMLESS AGREEMENTS

AWARDEE agrees to fully execute a Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit “C-1,” before engaging in any service in connection to the Project. AWARDEE further agrees that any volunteer who performs services connected with the Project will fully execute a Volunteer Release and Hold Harmless Agreement, which is attached hereto and incorporated herein as Exhibit “C-2”, before engaging in any such service. AWARDEE will keep on file fully executed Volunteer Release and Hold Harmless Agreement(s) for each volunteer for a period of five (5) years from the effective date of this Agreement.

ARTICLE 14 - ACCESS AND AUDITS

The AWARDEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AWARDEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 15 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AWARDEE warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, the AWARDEE represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the AWARDEE shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the AWARDEE retaliate against any person for reporting instances of such discrimination. The AWARDEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The AWARDEE understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party AWARDEE shall include this language in its subcontracts.

ARTICLE 16 - PUBLIC ENTITY CRIMES

As provided in sections 287.132 and 287.133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, the AWARDEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 17 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AWARDEE of the COUNTY'S notification of a contemplated change, the AWARDEE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AWARDEE'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the AWARDEE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the AWARDEE shall not commence work on any such change until such written amendment is signed by the AWARDEE and approved and executed on behalf of Palm Beach County.

ARTICLE 18 - NOTICE

All notices required in this Agreement shall be in writing and sent by hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

If sent to COUNTY:
Palm Beach County Office of Community Revitalization
Houston L. Tate, OCR Director
2300 North Jog Road
West Palm Beach, Florida 33411

If sent to AWARDEE:
Rodney Lucas, City Manager
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS

AWARDEE agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. By entering into this Agreement, COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by AWARDEE. Failure to comply may result in COUNTY's refusal to honor reimbursement requests for the Project.

ARTICLE 20 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

AWARDEE shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the AWARDEE's place of business.

ARTICLE 21 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The AWARDEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of Agreement, if the AWARDEE does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

- D. Upon completion of Agreement, the AWARDDEE shall transfer, at no cost to the COUNTY, all public records in possession of the AWARDDEE unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the AWARDDEE transfers all public records to the COUNTY upon completion of Agreement, the AWARDDEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AWARDDEE keeps and maintains public records upon completion of Agreement, the AWARDDEE shall meet all applicable requirements for retaining public records. All records stored electronically by the AWARDDEE must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

AWARDEE acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein. Failure of the AWARDDEE to comply with the requirements of this Article, chapter 119, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it for breach of this Agreement, including but not limited to, the right to terminate for cause.

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

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AWARDDEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 23 - SEVERABILITY

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

ARTICLE 24 – COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. AWARDEE shall execute by manual means only, unless the Agreement provides otherwise.

Remainder of Page Left Blank Intentionally

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

ATTEST:
JOSEPH ABRUZZO, Clerk & Comptroller

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

WITNESSES:

AWARDEE
(City of Pahokee)

Witness Signature

By: _____
Rodney Lucas, City Manager (Signature)

Name (type or print)

Rodney Lucas, City Manager
(Name)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: _____
Houston L. Tate, Director
Office of Community Revitalization



Exhibit “A”

**Palm Beach County
Office of Community Revitalization
Neighborhood Engagement and Transformation (NEAT) Grants Program**

SCOPE OF WORK

Applicant Name:

City of Pahokee

Project Category:

Neighborhood Beautification

Area Location:

Pahokee

Project Description: The overall project entails: **1)** the purchase and installation of trash receptacles to be installed throughout the City of Pahokee (\$10,000); **2)** the purchase and installation of benches (\$10,000); and **3)** the procurement of services and purchase of items to repair MLK park's basketball courts and walking trail and perform other park improvements (\$10,000).

Items requested:

Project 1: thermoplastic trashcans and accessories, garbage bags and mulch.

Project 2: benches, mulch and trash bags

Project 3: basketball and fitness equipment

***Equipment purchased through this grant is for public use only, and can only be used for its intended purpose and not for personal use. A violation of this provision shall be a breach of this Agreement and AWARDEE may be liable to reimburse the County the cost of the Equipment that was used in violation of the terms of this Agreement.**

County funds recommended:

\$30,000



EXHIBIT "B"

PALM BEACH COUNTY
OFFICE OF COMMUNITY REVITALIZATION

NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM
CONTRACT PAYMENT REQUEST FORM

DATE: _____ CONTRACT NUMBER: _____

ORGANIZATION NAME: _____

PROJECT COORDINATOR: _____

ADDRESS: _____

REQUESTED ITEMS: _____

VENDOR REGISTRATION # _____ AMOUNT BEING REQUESTED: \$ _____

RECIPIENT OF DISBURSED FUNDS:

NAME: _____

ADDRESS: _____

TELEPHONE #: _____

VENDOR REGISTRATION # _____

CLICK HERE FOR VENDOR # [HTTPS://WWW.PBCGOV.ORG/PBCVENDORS](https://www.pbcgov.org/pbcvenders)

ATTACH ORIGINAL RECEIPT(S) AND/OR INVOICE(S)

ATTACH CONTRACTOR/SUBCONTRACTOR CERTIFICATE OF INSURANCE (IF APPLICABLE)

EMAIL TO: CMATHEWS@PBCGOCV.ORG OR DELIVER / MAIL TO:

CHRYSTAL MATHEWS, SENIOR PLANNER
OFFICE OF COMMUNITY REVITALIZATION
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

EXHIBIT “C-1”

AWARDEE RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement (“Agreement”) is made this _____ day of _____, 2023, by City of Pahokee (“Awardee”) for the benefit of Palm Beach County, Florida, (“County”).

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) grant (“Grant”) to City of Pahokee for a beautification project. The overall project entails: **1)** the purchase and installation of trash receptacles to be installed throughout the City of Pahokee (\$10,000); **2)** the purchase and installation of benches (\$10,000); and **3)** the procurement of services and items to repair MLK park’s basketball courts and walking trail and perform other park improvements (\$10,000). The overall project is hereinafter referred to as the “Neighborhood Beautification Project” or the “Project”; which requires the Awardee to sign this Release and Hold Harmless Agreement.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Awardee agrees as follows:

1. Awardee does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Awardee shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Awardee.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am authorized to sign on behalf of the organization that was awarded the Grant.

Name of Legal Entity: City of Pahokee
Name: Rodney Lucas, City Manager

Signature: _____ Date: _____

EXHIBIT “C-2”

VOLUNTEER RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement (“Agreement”) is made this _____ day of _____ (month), _____ (year), by _____ (volunteer first and last name) for the benefit of Palm Beach County, Florida, (“County”).

WHEREAS, County has awarded a Neighborhood Engagement and Transformation (NEAT) Grant (“Grant”) to allow the _____ (“project name”) project presented by _____ (“awardee name”) to improve the neighborhood, which requires Volunteer assistance.

NOW, THEREFORE, in order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

1. Volunteer does hereby waive, release, relinquish, satisfy, quit claim and forever discharge the County, or any of its officers, agents, and/or employees from and against any and all actions, claims, liabilities, losses, and demands that he/she ever had, now has, or may have against the County, or any of its officers, agents, and/or employees as a result of or in connection with satisfying the obligations of the Grant.
2. Volunteer shall protect, defend, reimburse, indemnify and hold County, its agents, officers and/or employees harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including, but not limited to, attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of his/her performance of the terms of this Grant or due to the acts or omissions of the Volunteer.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Name: _____ Date: _____

Signature: _____

If under age 18:
Name of parent/legal guardian: _____ Date: _____

Signature of parent/legal guardian: _____

NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION (NEAT) GRANTS PROGRAM
INSURANCE VERIFICATION FORM

Please review the attached application and indicate if the project requires General Liability insurance and provide any additional comments as applicable.

APPLICANT: CITY OF PAHOKEE

PROJECT DESCRIPTION:

The overall project entails: 1) the purchase and installation of trash receptacles to be installed throughout the City of Pahokee (\$10,000); 2) the purchase and installation of benches (\$10,000); and 3) the procurement of services and items to repair MLK park’s basketball courts and walking trail and perform other park improvements (\$10,000).

County Funds Requested: \$ 30,000

APPROVAL STATUS:

Risk Management agrees/does not agree to waive the "insurance requirement" for City of Pahokee a political subdivision of the State of Florida.

INSURANCE NEEDED: YES ☐ No ☐

COMMENTS: _____

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

PRINT NAME

DATE