

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting
Tuesday, January 14, 2025, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

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

CHARTER OFFICERS:

Michael E. Jackson, Interim City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

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

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

- 1. Empower Healthcare, Inc - Dr. Jinga L. Oglesby-Brihm, Founder/CEO
- 2. Lutheran Services - Jean Rossier and Shirley Coney
- 3. One North Lake Project - Aaron Taylor
- 4. Mental Health America of the Palm Beaches - Andrew McAusland, Chief Executive Officer

- F. CONSENT AGENDA**

- 1. December 10, 2024 City Commission Meeting Minutes
- 2. December 17, 2024 City Commission Special Meeting Minutes

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

- 1. Update - City Projects

- H. PUBLIC HEARINGS AND/OR ORDINANCES**

- I. RESOLUTION(S)**

- 1. RESOLUTION 2025-01 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2025 MUNICIPAL ELECTION(S) VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY SUPERVISOR OF ELECTIONS IN THE FORM ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
- 2. RESOLUTION 2025-02 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE EXECUTION OF THE LEASE AGREEMENT ATTACHED HERETO AS EXHIBIT “A”, BETWEEN THE CITY OF PAHOKEE AND LUTHERAN SERVICES FLORIDA, INC. TO PROVIDE HEAD START SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
- 3. RESOLUTION 2025-03 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2025 LEGISLATIVE SESSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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- 4.** RESOLUTION 2025-04 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, ACCEPTING AN EMERGENCY AGREEMENT WITH C.A.P ENGINEERING, INC. RELATED TO CONSTRUCTION, ENGINEERING AND INSPECTION (CEI) SERVICES IN CONJUNCTION WITH THE CONTRACT BETWEEN THE CITY OF PAHOKEE AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.
- J. NEW BUSINESS** (*presentation by city manager of activity or upcoming event, if any*)
1. Discussion and direction for Restaurant and Marina - Commissioner McPherson
- K. REPORT OF THE MAYOR**
- L. REPORT OF THE CITY MANAGER**
- M. REPORT OF THE CITY ATTORNEY**
- N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY**
- O. GENERAL PUBLIC COMMENTS** (*items not on the agenda*)
- P. COMMISSIONER COMMENTS AND FOR THE GOOD OF THE ORDER** (*community events, feel good announcements, if any*)
- Q. ADJOURN**

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

Should any person seek to appeal any decision made by the City Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (Reference: Florida Statutes 286.0105)

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

CITY OF PAHOKEE



MINUTES

City Commission Regular Meeting
Tuesday, December 10, 2024, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

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

CHARTER OFFICERS:

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

AGENDA

A. CALL TO ORDER

The meeting was called to order by Mayor Babb at 6:01 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 W. Babb, Jr.

Vice Mayor Clara Murvin

Commissioner Derrick Boldin

Commissioner Sanquetta Cowan-Williams

Commissioner Everett D. McPherson, Sr.

Michael E. Jackson, Interim City Manager

Burnadette Norris-Weeks, City Attorney

Nylene Clarke, City Clerk

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

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

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

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

1. Proclamation - Mrs. Catherine Wilson Bighams' 100th Birthday
2. Sojourners with Healing Hearts

F. CONSENT AGENDA

1. November 26, 2024 City Commission Workshop Minutes
2. November 26, 2024 City Commission Meeting Minutes

Motion made by Commissioner Boldin to approve the Consent Agenda. Duly seconded by Vice Mayor Murvin and passed unanimously.

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

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

1. Update - City Projects

H. PUBLIC HEARINGS AND/OR ORDINANCES

1. ORDINANCE 2024-05 (SECOND READING) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PROVIDING FOR EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE CITY OF PAHOKEE'S COMPREHENSIVE DEVELOPMENT MASTER PLAN AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3191(1), FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; PROVIDING FOR THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

The ordinance was read into the record by the City Attorney and was explained by the Interim City Manager. Stephanie Heidt, Deputy Executive Director for the Treasure Coast Regional Planning Council, presented an item overview. Discussion ensued.

Public hearing opened and closed at 6:41 PM.

Motion made by Commissioner Boldin to accept Ordinance 2024-05 (Second Reading). Duly seconded by Vice Mayor Murvin and passed unanimously.

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

I. RESOLUTION(S)

1. RESOLUTION 2024-55 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE CITY OF PAHOKEE'S ANNUAL CHRISTMAS PARADE AND AUTHORIZING AN APPLICATION FOR A PARADE PERMIT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner McPherson to accept Resolution 2024-55. Duly seconded by Commissioner Boldin and passed unanimously.

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

2. RESOLUTION 2024-56 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING BUDGET AMENDMENT NO. 1 IN THE AMOUNT OF \$152,433.00 FOR FISCAL YEAR 2024–2025, AS SET FORTH IN COMPOSITE EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner Boldin to accept Resolution 2024-56 with the amount in the title corrected to \$152,572.00. Duly seconded by Vice Mayor Murvin and passed unanimously.

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

3. RESOLUTION 2024-57 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING CHANGE ORDER NO. 30 TO THE CONTRACT BETWEEN THE CITY OF PAHOKEE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, FOR THE BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Vice Mayor Murvin to accept Resolution 2024-57. Duly seconded by Commissioner Boldin and passed 4-1.

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

Voting Nay: Commissioner Cowan-Williams

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

1. Christmas Holiday Decoration Contest - Mayor Babb
2. State of the City Address - Mayor Babb
3. Use of the City Vehicle - Commissioner Cowan-Williams
4. Policies on the use of City Facilities - Commissioner McPherson

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

Motion made by Vice Mayor Murvin to have a Special Meeting on December 17, 2024 at 6:00 PM. Duly seconded by Commissioner Boldin and passed unanimously.

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

M. REPORT OF THE CITY ATTORNEY

N. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

Motion made by Vice Mayor Murvin to do a proclamation for Shiloh Missionary Baptist Church's Centennial. Duly seconded by Commissioner Boldin and passed unanimously.

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

Motion made by Commissioner Boldin for a second chance policy for ex-offenders. Duly seconded by Vice Mayor Murvin and passed unanimously.

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

Motion made by Commissioner McPherson for direction for the restaurant and marina. Duly seconded by Vice Mayor Murvin and passed unanimously.

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

Motion made by Commissioner McPherson for Legislative Priorities. Duly seconded by Commissioner Boldin and passed unanimously.

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

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

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

Q. ADJOURN

Motion made by Commissioner McPherson to adjourn the meeting. Duly seconded by Commissioner Boldin and passed unanimously.

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

There being no further business to discuss, Mayor Babb adjourned the meeting at 8:39 PM.

Mayor Keith W. Babb, Jr.

ATTEST: Nylene Clarke, CMC, City Clerk

CITY OF PAHOKEE



MINUTES

City Commission Special Meeting
Tuesday, December 17, 2024, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

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

CHARTER OFFICERS:

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

AGENDA

A. INVOCATION AND PLEDGE OF ALLEGIANCE

The meeting was called to order by Mayor Babb at 6:05 PM.

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

B. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr.

Vice Mayor Clara Murvin

Commissioner Derrick Boldin

Commissioner Sanquetta Cowan-Williams

Commissioner Everett D. McPherson, Sr.

Michael E. Jackson, Interim City Manager

Burnadette Norris-Weeks, City Attorney

Nylene Clarke, City Clerk

C. TOPIC

Motion made by Commissioner McPherson to change the order of the agenda. Duly seconded by Commissioner Boldin and passed unanimously.

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

1. RESOLUTION 2024-58 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE CITY OF PAHOKEE'S ANNUAL MLK PARADE AND AUTHORIZING APPLICATION OF A PARADE PERMIT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner Boldin to approve Resolution 2024-58. Duly seconded by Vice Mayor Murvin and passed unanimously.

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

2. RESOLUTION 2024-59 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE 2025 CITY COMMISSION MEETING SCHEDULE FOLLOWING CONSIDERTION OF OPTIONS 1 AND 2 SET AS FORTH IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner Boldin to approve Resolution 2024-59 with Option No.

1. Duly seconded by Vice Mayor Murvin and failed 2-3.

Voting Yea: Vice Mayor Murvin, Commissioner Boldin

Voting Nay: Mayor Babb, Commissioner Cowan-Williams, Commissioner McPherson

Motion made by Commissioner Boldin to approve Resolution 2024-59 with Option No.

2. Duly seconded by Commissioner McPherson and passed 3-2.

Voting Yea: Mayor Babb, Commissioner Cowan-Williams, Commissioner McPherson

Voting Nay: Vice Mayor Murvin, Commissioner Boldin

3. RESOLUTION 2024-60 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA ACCEPTING THE EXTERNAL AUDITOR'S REPORT ON THE AUDIT OF THE CITY OF PAHOKEE FINANCIAL STATEMENTS AND SINGLE AUDIT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023, AS SET FORTH IN COMPOSITE EXHIBIT "A" ATTACHED

HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Roderick Harvey, Authorized Representative for HCT Certified Public Accountants and Consultants, LLC, presented the Audited Financial Statements for the year ended September 30, 2023. Discussion ensued.

Motion made by Commissioner Cowan-Williams to accept the audit report and Resolution 2024-60. Duly seconded by Commissioner McPherson and passed unanimously.

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

4. RESOLUTION 2024-61 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 5 TO THE STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR G1753- FM# 442030-1-54-01 BARFIELD HIGHWAY RECONSTRUCTION PROJECT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Vice Mayor Murvin to accept Resolution 2024-61. Duly seconded by Commissioner Boldin and passed unanimously.

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

5. RESOLUTION 2024-62 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, APPROVING THE STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT NO. 9 BETWEEN THE CITY OF PAHOKEE, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR OR THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Vice Mayor Murvin to accept Resolution 2024-62. Duly seconded by Commissioner Boldin and passed unanimously.

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

6. RESOLUTION 2024-63 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AMENDMENT NO. 2 TO GRANT AGREEMENT L2104 BETWEEN THE CITY OF PAHOKEE AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Motion made by Commissioner Boldin to accept Resolution 2024-63. Duly seconded by Commissioner Cowan-Williams and passed unanimously.

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

7. RESOLUTION 2024-50 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING A CONTRACT WITH MICHAEL E. JACKSON TO BECOME THE CITY MANAGER OF THE CITY OF PAHOKEE, FLORIDA, ATTACHED AS EXHIBIT "A".

Motion made by Vice Mayor Murvin for \$135,000.00. Duly seconded by Commissioner Boldin and failed 2-3.

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

Motion made by Commissioner Boldin for \$130,000.00. Duly seconded by Vice Mayor Murvin and failed 2-3.

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

Per the City Attorney, there is no further action to take on the resolution.

8. DISCUSSION AND DIRECTION FOR 2024-2025 LEGISLATIVE PRIORITIES
9. DISCUSSION AND DIRECTION FOR 2024-2025 LOBBYIST OPTIONS
10. DISCUSSION AND DIRECTION FOR A WORKSHOP TO DISCUSS SELECTION PROCESS FOR CHARTER OFFICERS

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

Motion made by Commissioner McPherson to adjourn the meeting. Duly seconded by Commissioner Cowan-Williams and passed unanimously.

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

There being no further business to discuss, Mayor Babb adjourned the meeting at 9:00 PM.

Mayor Keith W. Babb, Jr.

ATTEST: Nylene Clarke, CMC, City Clerk



AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

VIA: Michael E. Jackson, Interim City Manager

FROM: Office of the City Clerk

SUBJECT: Approving the 2025 Municipal Election(s) Vote Processing Equipment Use and Elections Services Agreement

DATE: December 20, 2024

GENERAL SUMMARY/BACKGROUND:

The City of Pahokee and the Supervisor of Elections desire to enter into an agreement, to work together on municipal elections and to allocate certain responsibilities and expenses between the parties for the municipal elections.

BUDGET IMPACT:

The 2025 Municipal Election(s) will have a budget impact, the exact amount of which is currently unknown. The City’s accounting records show that the 2024 Municipal Election(s) cost \$1,982.55 and \$25,096.62 for the general and runoff elections, respectively. In total, the City spent \$27,079.17 on the 2024 Municipal Election(s). The City does not anticipate a stand-alone election in 2025.

LEGAL NOTE:

Defer to the City Attorney.

STAFF RECOMMENDATION:

Staff recommends approval of the item.

ATTACHMENTS:

Resolution 2025-01

RESOLUTION 2025-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2025 MUNICIPAL ELECTION(S) VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY SUPERVISOR OF ELECTIONS IN THE FORM ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee and the Supervisor of Elections desire to work together on municipal elections and allocate certain responsibilities and expenses between the parties for upcoming 2025 municipal elections; and,

WHEREAS, the Supervisor of Elections of Palm Beach County and the City of Pahokee desire to enter into an agreement with the terms set forth in Exhibit "A" hereto.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission hereby authorizes and directs the City Manager to execute the attached Agreement with the Palm Beach County Supervisor of Elections, attached hereto as Exhibit "A".

SECTION 3. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and passage.

PASSED and ADOPTED this 14th day of January 2025.

Keith W. Babb, Jr., Mayor

ATTESTED:

Nylene Clarke, CMC, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P. A.
City Attorney

Moved by: _____

Seconded by: _____

Vote:

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

Exhibit "A"

**2025 MUNICIPAL ELECTION
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

(ATTACHED)



**2025 MUNICIPAL ELECTION(S)
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and _____, **Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges it may be responsible for other applicable requirements under the Florida Election Code and any provision of MUNICIPALITY’S Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting the Uniform Municipal Election (“UME”) to be held on March 11, 2025, along with the necessary vote processing equipment and election services to facilitate polling locations and polling places as may be necessary and agreed upon by the parties. Except for the UME and run-off elections resulting from the UME which are required by MUNICIPALITY charter or ordinance, no other municipal elections will be conducted by SOE except by separate written signed agreement of the parties hereto. Except as may be modified by the parties in said separate written agreement, the

terms of this Agreement shall apply to all other municipal elections conducted by SOE during the term hereof.

Section 1, Item 1.

ARTICLE 3 – OPERATION AND PROGRAMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations, as provided in the attached Exhibits “A” or “B.”

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (see Exhibits “A” and “B”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any damage caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training in accordance with Exhibits “A” and “B.”

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibits “A” and “B”. Where MUNICIPALITY holds elections concurrent with other municipal elections conducted by SOE, the Fee Schedule in Exhibit “A” controls. For all other elections for MUNICIPALITY that are not conducted as part of the UME on March 11, 2025, the Run-Off Election and Stand-Alone Election Fee Schedules set forth in Exhibit “B” control.

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election that meets the requirements of law.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin upon execution of this Agreement by both the SOE and MUNICIPALITY and shall terminate on December 31, 2025, or when all ballots for any election have been processed, all election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed, whichever is later. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the MUNICIPALITY’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances; provided, however, such statute, charter, or ordinance may specifically impose or delegate certain duties to the SOE; for provisions in a Municipal charter of ordinance, the SOE must consent to the duties set forth in the charter or ordinance in order to be bound by it. Any obligations or duties not set forth in this Agreement or otherwise provided for by law shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes in both English and Spanish and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising. If additional advertisements are required by the MUNICIPALITY’S charter, ordinance(s) or resolution(s), MUNICIPALITY shall be responsible for preparing and arranging for publication of all such legal advertising which is not already satisfied under state and federal statutes. MUNICIPALITY shall be responsible for the accurate and complete translation of any such advertisements.

7.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections non conducted as part of the UME, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of the qualifying process, the SOE shall be responsible for verifying that all names appearing on such petitions belong to qualified electors of MUNICIPALITY. The SOE agrees to verify any and all signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. MUNICIPALITY shall pay SOE Ten Cents (\$0.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order that such petitions are received. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (*See* Section 99.095(3), Florida Statutes.) If the candidate reaches the required number of signatures, SOE will continue to verify timely submitted signed petitions until the candidate indicates in writing to stop verification.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES**9.1 Uniform Municipal Election.**

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer if

the MUNICIPALITY's races cause the ballot to add an additional page, in which case MUNICIPALITY shall be responsible for the costs of the additional page. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Election(s), including any additional pages required for MUNICIPALITY'S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must approve the ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for the cost of providing any translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will also be responsible for reimbursing SOE for any and all costs incurred in accordance with the fee schedule shown in Exhibit "B," and all other costs of the election incurred by SOE.

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete the required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. SOE shall pay poll workers directly for their services.

Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections non conducted during the UME, MUNICIPALITY shall promptly pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers which, as of the Effective Date hereof, is set forth in Exhibit "B." If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.



ARTICLE 11 – SELECTION OF POLLING PLACES

Section 1, Item 1.

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location

shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election and all stand-alone municipal elections not conducted during the UME, MUNICIPALITY shall provide ADA compliant Polling Places. If the polling place is different than what is shown on the voters' most recent voter information card, MUNICIPALITY shall pay the cost for the SOE to mail in a new voter information card with the new location on it. If the location is temporary for the municipal election, MUNICIPALITY shall also pay the costs for the follow-up mailing of the voter information card to designate the previous location as the again-current polling location.

ARTICLE 12 – SAMPLE BALLOTS**12.1 Uniform Municipal Election.**

SOE shall prepare, proof and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s) (including the order of appearance on the ballot), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information.

12.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted as during the UME, SOE **shall not** create or mail sample ballots. If MUNICIPALITY wishes to create a sample ballot, MUNICIPALITY must create the sample ballot and if desired by MUNICIPALITY, provide copies to SOE and SOE will post it on SOE's website.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Section 101.68, Florida Statutes.

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, if MUNICIPALITY does not use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which the MUNICIPALITY's Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit "B"). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication,

tabulation and all other activities requiring Canvassing Board presence by law, at the time specified by SOE.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election.

SOE will be responsible for delivery and pick-up of vote processing equipment. Election equipment will be delivered by SOE, or a third-party representative of SOE, on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third-party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1.

MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup in accordance with the fee schedule set forth in Exhibit “B”.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election. SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. If a municipality does not use the County Canvassing Board, it shall direct its Canvassing Board Members to convene on such date and time and notice and advertise as necessary. SOE or MUNICIPALITY (as applicable) shall convene the Canvassing Board to determine voter intent and which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, if MUNICIPALITY doesn't use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY's Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine voter intent and which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

MUNICIPALITY agrees to pay SOE for the costs of the Audit any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

SOE will record voter history for all electors voting in the municipal election(s) in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

As provided in Article 4, any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of MUNICIPALITY's election(s), that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure by the SOE for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any matter that are incurred as a direct result of MUNICIPALITY's participation in the UME or any subsequent municipal election, shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Furthermore, nothing herein shall be construed as a waiver by either party of sovereign immunity pursuant to Section 768.28, Florida Statutes.

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, MUNICIPALITY shall indemnify, defend and hold harmless the SOE against any actions, claims or damages arising out of MUNICIPALITY's negligence, willful or intentional acts or omissions in connection with its performance under this Agreement; and SOE shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of the negligence, willful or intentional acts or omissions of the SOE in connection with its performance under this Agreement. Nothing herein shall be construed as consent by either the SOE or MUNICIPALITY to be sued by third parties in any matter arising from this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of MUNICIPALITY'S election results or the validation of any of MUNICIPALITY'S candidate qualifications. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Section 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other

judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall construed as consent by MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

Section 1, Item 1.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

ARTICLE 24 – NOTICES

NOTICES: All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by registered mail or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual or different location.

For the SOE:

Supervisor of Elections
4301 Cherry Road
West Palm Beach, Florida 33409
Attention: Wendy Sartory Link

For the MUNICIPALITY:

Attention: _____

ARTICLE 25 -- NONWAIVER

A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 26 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for the purposes of executing this Agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

EXHIBIT “A”

**Palm Beach County Supervisor of Elections
Schedule of Municipal Election Fees
Uniform Municipal Elections 2025**

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total (small municipality ≤ 2k registered voters = \$600)	\$750.00
VBM Services Other Than Required for PPP	
VBM Ballot Services – Per Ballot Processed	\$6.50/Ballot
VBM Return Mail Postage Costs – Actual Cost	.53
Unanticipated Costs	TBD

EXHIBIT “B”

**Palm Beach County Supervisor of Elections
Schedule of Non-UME/Municipal Run-Off/Stand-Alone
Election Fees 2025**

General Municipal Non-UME/Run-Off/Stand-Alone Election Services	Estimated Costs
Vote-by-Mail Ballot Services Outgoing	\$6.50/Ballot
Vote-by-Mail Ballot Returned	\$.53/ballot
Run-Off/Stand-Alone Election Day Services	\$12,143.35
Precinct Services (per precinct)	\$275.97
Accounting/Billing	\$141.36
Polling Location Inspection (if applicable)	\$ 66.53
POLL WORKER PAY	
<p>Election Day lump sum*: Clerk: \$440.00 Assistant Clerk: \$340.00 VST: \$355.00 Inspector: \$255.00 Deputy: \$225.00 Standby Poll Worker (deployed by SOE): Paid at rate for the position for which they are trained.</p>	
<p>*Rate of pay is a lump sum that includes training and election day. The Clerk, Assistant Clerk, and VST pay rate also includes Monday set-up. If applicable: a Clerk may be required to assist with precinct register pick-up from SOE and delivery to the polling location. This extra duty would increase his/her pay by \$25.00, making his/her pay rate \$465.00.</p>	
<p>*If Applicable: An Inspector or Deputy may be required to assist in the ride along duties at the end of the night to fulfill party diversity requirements. This extra duty would increase his/her pay by \$25.00, making his/her pay rate as follows: Inspector \$280.00 Deputy \$250.00</p>	
<p>Any additional items requested by the municipality will be invoiced separately</p>	
On call support (\$2500 range)	Invoiced by Vendor TBD

*Itemized invoices will be provided in the event of a run-off election.

RESOLUTION 2025-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE EXECUTION OF THE LEASE AGREEMENT ATTACHED HERETO AS EXHIBIT "A", BETWEEN THE CITY OF PAHOKEE AND LUTHERAN SERVICES FLORIDA, INC. TO PROVIDE HEAD START SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee ("City") has determined that it is in the best interest and necessary for the welfare of the residents of the City to enter into a lease agreement with Lutheran Services of Florida, Inc.; and

WHEREAS, the City is the owner of the property located at 380 E. Dr. Martin Luther King Jr. Boulevard; and

WHEREAS, Lutheran Services Florida, Inc. is a not for profit entity doing business in the State of Florida, providing Head Start program services; and

WHEREAS, the City is willing to lease a building located at 380 E. Dr. Martin Luther King Jr Boulevard for continued operation of the Head Start program to Lutheran Services Florida, Inc.

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

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

Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes execution and approves the Agreement with Lutheran Services Florida, Inc.

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

PASSED and ADOPTED this 14th day of January 2025.

Keith W. Babb, Jr., Mayor

ATTESTED:

Nylene Clarke, CMC, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, PA
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

LEASE AGREEMENT BETWEEN
CITY OF PAHOKEE
AND
LUTHERAN SERVICES FLORIDA, INC.

(ATTACHED)

LEASE AGREEMENT

between

CITY OF PAHOKEE
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
(City)

and

LUTHERAN SERVICES FLORIDA, INC., a not-for-profit corporation
(Tenant)

PAHOKEE HEAD START

LEASE AGREEMENT

THIS LEASE made and entered into _____ day of _____ 2025, by and between
CITY OF PAHOKEE, a political subdivision of the State of Florida hereinafter referred to as
"City" and **LUTHERAN SERVICES FLORIDA, INC.**, a not-for-profit corporation; hereinafter
referred to as "Tenant".

WITNESSETH:

WHEREAS, City is the owner of certain real property in the City of Pahokee, with an
address of 380 E. Dr. Martin Luther King Jr. Boulevard, Pahokee, Florida, which is improved
with a building and various other improvements located thereon, and which is depicted and
described on Exhibit "A", attached hereto (the "Premises"); and

WHEREAS, Tenant is a not-for-profit entity doing business in the State of Florida
providing Head Start program services; and

WHEREAS, Tenant has applied for grant funding from the Office of Head Start to be the
local administrator of the Head Start program for Palm Beach County; and

WHEREAS, City is willing to lease the Premises to Tenant for the continued operation
of the Head Start program as set forth hereinafter.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereinafter
reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, the parties hereby agree as follows:

**ARTICLE I
RECITALS**

The foregoing recitals are true and correct and are incorporated herein and made
a part hereof by this reference.

ARTICLE II DEFINITIONS

"American with Disabilities Act" ("ADA") shall mean the Americans With Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990).

"Approved R/R Project" shall mean an R/R Project that is included as part of the approved R/R Project Schedule.

"Commission" shall mean the City Commission of the City of Pahokee.

"Capital Improvement(s)" shall mean the provision of all labor and materials related to any improvement or betterment to any part of the Facility which has a useful life of more than one (1) year.

"Capital Repair(s)" shall mean the provision of labor and materials related to improvements or betterments at any part of the Premises that is necessary to sustain the Premises in an operating condition consistent with applicable standards and/or manufacturers' recommendation and that adds value to the Facility and/or Premises.

"Documentation" shall mean all writings, reports, notices, filings or forms, whether electronic or written, submitted to the Office of Head Start that pertain to an alleged accident, fall, injury or incident at the Premises requiring either a police response or for which medical care was sought.

"Effective Date" shall have the meaning as described in Section 20.18 of this Lease.

"Emergency Capital Repairs" shall mean a Capital Repair that City determines is required to be made on an expedited basis; 1) to prevent further damage or destruction to the Premises, or 2) to remedy an unsafe condition. or 3) in response to a need when the delay incident to complying with all the governing rules, regulations or procedures would be detrimental to the interests, health, safety or welfare of the City.

"Facility" shall mean the physical building and structural components of the Premises including the parking lots and any fixed personal property or improvements.

"Grant" shall mean a Grant awarded by the Office of Head Start for the Tenant's Head Start Zero to Five Grant Application for Head Start programming in Palm Beach County and which designates Tenant as principal grantee.

"Grant Application" shall mean the Tenant's Head Start Zero to Five Grant Application submitted to the Office of Head Start, and which proposes that Tenant serve as the principal grantee for Head Start programming in Palm Beach County, Florida, for an

initial five-year project period, and includes any additional grant applications submitted by Tenant thereafter for Head Start programming in Palm Beach County.

"Grant Year" shall mean the one-year period of time that Head Start grantees are funded for Head Start program operations pursuant to a Notice of Award from the Office of Head Start.

"Head Start" shall mean Head Start and Early Head Start programs that promote the school readiness of children ages birth to five from low-income families and that serve infants, toddlers, pregnant women and their families who have incomes below the federal poverty level.

"Maintenance" shall mean any work (preventative, routine or repair/corrective) necessary to sustain the Premises in an operating condition consistent with applicable standards and manufacturers' recommendations and does not add value to the Facility and/or Site.

"Notice of Grant Award" or "Notice of Award" shall mean the Notice of Grant Award form that is delivered to Grant applicants by the Office of Head Start when a Grant Application is approved and which includes the approved project and budget periods and the amount of federal funds authorized pursuant to the Grant Application.

"Occupancy Date" shall mean the date that Tenant is permitted to physically occupy the Premises pursuant to the terms of this Lease.

"Office of Head Start" shall mean the Office of Head Start, an Office of the Administration for Children & Families, Department of Health and Human Services.

"Premises" shall mean the real property and the Facility thereon as described and depicted on the attached Exhibit "A".

"Repair" shall mean a form of maintenance which may or may not involve the replacement of parts, components or materials.

"R/R Project" shall mean a planned Capital Repair.

"R/R Project Schedule" shall mean the schedule of R/R Projects for the Premises which identifies each R/R Project which shall be funded by the Tenant for each budget year and the approved funding for each R/R Project as required to implement the R/R Projects for the Premises.

**ARTICLE III
BASIC LEASE PROVISIONS**

Section 3.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the city demises and leases to the Tenant, and Tenant rents from City, the Premises.

Section 3.02 Length of Term and Effective Date.

The term of this Lease shall commence upon the Effective Date and shall extend for a period of five (5) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease or where the grant award ceases.

Section 3.03 Notice of Grant Award.

Tenant shall provide City with a copy of the Notice of Grant Award, within three (3) business days of Tenant's receipt of the same each year of the Agreement. If applicable, Tenant shall provide City with a copy of the notice that advises Tenant of the non-approval of the Grant Application within three (3) business days of Tenant's receipt of the same. Additionally, and throughout the Term of this Lease, Tenant shall provide City with a copy of all; (1) Notices of Grant Award; (2) designation renewal notices; (3) notices relating to the Grant project budget; and (4) notices of Grant deficiencies, including, without limitation, notices of deficiency, suspension, or termination of a Grant, within three (3) business days following Tenant's receipt of same.

**ARTICLE IV
RENT**

Section 4.01 Rent.

Tenant shall pay City net Rent of (\$)

Dollars per month on the first day of each month for the First Year. Thereafter the monthly rent shall increase by the same percentage as Tenant's Grant for the Head Start program increases due to cost-of-living adjustments or similar increases for Years 2, 3, 4 and 5. Rent shall be made payable to the City of Pahokee and shall be delivered to the City Finance Department, 207 Begonia Drive, Pahokee, Florida 33476. This Lease shall be what is commonly referred to as "triple net" to City, it being understood by the parties that City shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, Repair, Maintenance, use, care, or operation.

Section 4.02 Additional Rent.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated and City shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to City with regards to Annual Rent.

Section 4.03 Sales, Use and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against City. Notwithstanding the foregoing, Landlord hereby acknowledges receipt of a copy of Lessee's Form DR-14, Consumer's Certificate of Exemption, pursuant to which Tenant is exempt from the payment of Florida sales and use tax on, inter alia, real property rented. As long as such certificate, or any renewal thereof (provided that a copy of such renewal is delivered to Landlord) is in effect, Tenant shall not be required to pay sales tax on the Rent. Except to the extent that Tenant and the purposes for which it is occupying the Premises are exempt pursuant to Section 196.192, Florida Statutes or any other provision of Florida law, Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Tenant's leasehold interest in the Premises, Tenant's Alterations or personal property located on the Premises.

Section 4.04 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1 ½%) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by City. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, City shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to City pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to City for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to City during the entire period of such holdover, double the actual fair market rental value of the Premises.

Section 4.05 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and

satisfaction. The City may accept any check or payment without prejudice to City's right to recover the balance due or to pursue any other remedy available to City pursuant to this Lease or under the law.

**ARTICLE V
CONDITION OF LEASED PREMISES, ALTERATIONS**

Section 5.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has inspected the Premises and accepts the same "As Is", in its existing condition, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that the City has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. No Repair work, alterations or remodeling of the Premises is required to be done by the City as a condition of this Lease.

Section 5.02 Alterations

Tenant shall not make any improvements, additions, modifications or alterations to the Premises (hereinafter collectively referred to as "Alterations") other than performing Maintenance or Repair responsibilities as set forth in Article VII of this Lease, without the prior written consent of City in each instance, which may be withheld, granted, or granted subject to conditions as determined by City in its discretion. Tenant shall submit detailed plans and specifications for all such Alterations to City for City's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of City, such work being nevertheless subject to each and every provision of this Lease.

All work done by Tenant shall be done by a licensed and insured contractor in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans, specifications, and permits (if applicable). Tenant shall also require contractors to furnish satisfactory evidence of statutory Workers' Compensation & Employers Liability insurance, comprehensive General Liability insurance, comprehensive Business Automobile Liability insurance, and physical damage insurance on a Builder's Risk form with the interest of City endorsed thereon, in such amounts and in such manner as City may reasonably require. City may require additional insurance, and/or a performance bond, in such amount as City reasonably determines to be necessary, as a condition of its consent to any Alterations.

Upon giving its approval for any work or Alterations, City may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

Section 5.03 No Liens

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by City to liability under the Construction Lien Law of the State of Florida, it being expressly understood that City's shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any Alterations made by Tenant of this provision of this Lease. If so requested by City, Tenant shall file a notice satisfactory to City in the Public Records of Palm Beach City, Florida stating that City's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other City property in connection with any work performed by or on behalf of Tenant. Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period. City may do so and thereafter charge Tenant, and Tenant shall promptly pay to City upon demand, as Additional Rent, all costs incurred by City in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save City harmless from and against any damage or loss incurred by City as a result of any such construction lien.

**ARTICLE VI
USE OF PREMISES**

Section 6.01 Occupancy of Premises.

Tenant's occupancy of the Premises is expressly contingent upon City's receipt of a Notice of Grant Award that is consistent with the Grant Application with a project budget period beginning on or before July 1, 2025 and which designates Tenant as principal grantee for Palm Beach County. Tenant shall not be permitted to occupy the Premises until such time as;

- (1) Tenant has provided City with a copy of a Notice of Grant Award in compliance with the requirements set forth in this section, and (2) the City Manager of City has provided Tenant with written approval to occupy.

Section 6.02 Use of Premises.

Tenant shall use and occupy the Premises solely and exclusively for the operation of a Head Start program in accordance with the regulations and requirements of the Office of Head Start and the terms and conditions of this Lease. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of City, whose consent may be granted or withheld in City's sole discretion.

Section 6.03 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect City's fee interest in the

Premises or which results in an unsightly condition. Tenant shall be solely responsible for the handling and disposal of Hazardous Materials (as defined in Section 6.07), including obtaining appropriate disposal containers. Tenant will keep refuse in proper fireproof containers on the interior of the Premises until removed to the dumpster(s). Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 6.04 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all City, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or Tenant's use of the Premises, or the Premises generally. Tenant shall indemnify, defend and save City harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 6.05 Non-Discrimination.

Tenant shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-1 3, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information with respect to any activity occurring on the Premises or conducted pursuant to this Lease.

Section 6.06 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so, directed by City, shall remove Tenant's personal property, removable fixtures, and equipment from the Premises and shall surrender the Premises to the City in the same condition the Premises were in as of the Effective Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or personal property within the Premises shall vest in City.

Section 6.07 Hazardous Materials.

Tenant has inspected the Premises and to the best of both parties' knowledge there is not currently located in, on, upon, over, or under the Premises any Hazardous Materials. However, if any pre-existing contamination exists or is discovered during the term of this Lease, City shall promptly remove said substance(s) in accordance with Environmental Laws at City's sole cost and expense ("Environmental Remediation"). Tenant may temporarily discontinue program operations, or work in good faith with City to identify a temporary location for said program during a period of remediation.

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in violation of Environmental Laws. Furthermore, Tenant shall not cause or permit the Release of Hazardous Materials upon the Premises or upon adjacent lands in violation of Environmental Laws and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Release shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, in violation of Environmental Laws, whether by Tenant or any third party, shall be reported to City immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of the Environmental Remediation as a result of any Release of Hazardous Materials in violation of Environmental Laws disposed upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless City from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by City, including reasonable attorney's fees and costs at trial and on appeal, which may arise directly, indirectly or proximately as a result of any violation or the Release of any Hazardous Materials upon the Premises or violation of Environmental Laws. Tenant's responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant.

In the event of any Release of Hazardous Materials upon the Premises in violation of Environmental Laws and such Release did not occur prior to the Commencement Date

and is not the result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees, but is caused by a third-party or source unconnected to the Lease, then the Environmental Remediation shall, be deemed to be, and treated in all respects, as an Emergency Capital Repair pursuant to the provisions of Section 9.06 of this Lease.

Tenant acknowledges the City would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive the expiration or termination of this Lease.

**ARTICLE VII
MAINTENANCE AND OPERATING REPAIR BY TENANT**

Section 7.01 Maintenance and Repair Responsibilities of Tenant.

Except as otherwise expressly provided herein, Tenant shall be solely responsible for all costs of, and the performance of, the Maintenance and Repair and operation of the Premises, as required to keep the Premises in good condition at all times, on a year-round basis. The Maintenance and Repair responsibilities of Tenant include, but are not limited to, the enumerated responsibilities contained in this Article VII. Any Maintenance and/or Repair that requires a modification to the walls or ceilings and/or removes, replaces, or alters any infrastructure, cabling or structure within the wall or ceiling is subject to the prior written consent of City in each instance, which may be withheld, granted, or granted subject to conditions as determined by City in its discretion.

Maintenance and Repair responsibilities of Tenant include the primary base building/ systems, including, components of foundation and substructure, structural systems, exterior wall systems, roof systems, exterior vandalism, electrical system, energy control system, base building HVAC, CCTV system, fixed fire suppression infrastructure, backflow prevention, water and sewer systems, site work and infrastructure and grounds maintenance and irrigation for the Premises.

Maintenance and Repair responsibilities of Tenant also include all secondary building systems and the interior portions of the Premises including, but not limited to, ceiling systems, floor covering, interior wall and partitions, signage, building safety and regulatory systems, and all alterations or improvements currently existing or constructed hereinafter on or about the Premises. Tenant shall be solely responsible for the Maintenance and Repair and upkeep of the security, access control (card reader and keys) and intrusion alarm monitoring systems and connected equipment, non-fixed fire suppression system, painting, lighting fixtures, and interior plumbing Repairs.

Maintenance and Repair responsibilities of Tenant include all Repair and Maintenance of personal property and equipment, including Repair and Maintenance necessary to maintain

code or regulatory compliance for all equipment and personal property at the Premises. Tenant shall be solely responsible for all Repair or Maintenance issues identified during program licensing or renewal or as a result of any regulatory inspections, audits or reviews. Tenant shall be responsible for funding and performing all routine custodial maintenance or service, pest control services, exterior pressure cleaning and window washing, upkeep of furniture, Repair or Maintenance to equipment including kitchen equipment, telephone services and systems, audio/video systems, closed circuit television systems and equipment, computer communications networks and all those Repairs or Maintenance requirements that are common to the operation of any Head Start program including, but not limited to waste receptacles, spill maintenance, cleaning air conditioning vents, cleaning of walls, floors, doors, picking up litter, disposal of waste and garbage in the designated dumpster, hazardous waste disposal and other Repairs or Maintenance customarily handled by a handyman or laborer.

Tenant is solely responsible for program related security, including all security requirements for the Premises, the program participants, employees, contractors or invitees. Tenant shall be solely responsible for all Maintenance and Repairs required as a result of acts of vandalism to the interior and exterior of the Premises or failure of the Tenant to properly secure the Premises. Tenant shall be responsible for any damages or repairs resulting from Tenant's failure to comply with the conditions of this Lease. Tenant shall comply with all development or regulatory approval conditions or requirements applicable to the Premises. Tenant shall be solely responsible for all indoor air quality complaints, Repairs or Maintenance requirements.

All building signage shall be subject to the advance approval of City in each instance. Tenant shall submit proposed plans designating the size, placement, style and content of the sign to City for approval. City shall respond to Tenant within seventy-two (72) business hours with approval or denial. If denied, City shall provide specific recommendations to address the issue(s) resulting in denial. Tenant shall not post building signage until same has been approved by City.

Section 7.02 Repair and Maintenance Performance Standards.

All Maintenance and Repairs performed by Tenant shall be performed in a good and workmanlike fashion, to a comparable or to a higher level than that performed by City utilizing at least the same, or a higher quality of workmanship and care as that utilized by City and utilizing good quality materials and supplies, and components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced.

Section 7.03 ADA Compliance Responsibilities.

Tenant and City have inspected the Facility, including the existing configuration and the fixed furniture and equipment, and to the best of their knowledge and belief, the Facility is compliant with the requirements of the ADA, with or without reasonable accommodations, as of the Effective Date. City confirms that, to its knowledge, there are no pending ADA claims relating to the Facility.

Beginning on the Occupancy Date, Tenant shall assume and be solely responsible for all ADA compliance requirements and shall indemnify, defend and save harmless the City from and against any and all ADA claims, suits, actions, damages and/or causes of action arising from or related to Tenant's lease of the Premises, Tenant's operation of a Head Start program at the Premises, Tenant additions, changes, deletions or modifications to the Premises, fixed furniture or equipment, or relating in any way to Tenant's failure to comply with the requirements of the ADA.

Tenant shall immediately advise the City of any claim received which alleges that the Premises is not in compliance with requirements of the ADA. Within five (5) calendar days of receipt of the claim, the Tenant shall evaluate the conditions and present the City with a plan for bringing the Premises into compliance, highlighting any modifications that the Tenant believes are the City's responsibility.

Tenant shall advise the City of any change in law or regulation which may impact the compliance status of the Premises within ten (10) business days of Tenant's notice of an enrolled law or approved regulation. Tenant shall present the City with a plan for bringing the Premises into compliance no later than twenty (20) business days after notice of the law or regulation.

Tenant has the obligation to implement reasonable operating accommodations to achieve ADA compliance, but to the extent that modifications to the Premises are required, they will be considered Capital Repairs pursuant to Article VIII of this Lease.

Section 7.04 Rights of City Regarding Maintenance and Repair.

The City shall have the right, but not the obligation to inspect the Premises at reasonable times, upon reasonable request, to observe whether the Tenant is performing its obligations pursuant to this Lease, including, without limitation, its Repair and Maintenance obligations, to review the condition of the Facility. In addition, City shall have the right to enter and inspect the Premises without notice, if the City has reason to believe that an emergency situation exists at the Premises. If, in the City's reasonable opinion, the Tenant has not performed its Repair and Maintenance obligations pursuant to the terms set forth in this Lease, the City shall provide written notice to the Tenant identifying the specific deficiencies, and the Tenant shall have thirty (30) days from the date of such notice during which to commence a cure to correct or remedy the deficiencies and sixty (60) days from the date of such notice to correct or remedy the deficiencies. If Tenant fails to commence a cure within thirty (30) days of the notice, or to correct an identified deficiency within sixty (60) days of the notice, then such failure will be considered a default under this Agreement and City may proceed pursuant to Article XI (Financial Guarantee) and/or Article XVI (Default).

Section 7.05 Reporting of Accidents Required Prior to Maintenance and Repair.

Tenant shall notify City each time there is an accident, fall, injury or incident at the Premises requiring either a police response or for which, to Tenant's actual knowledge, medical care was sought (collectively an "Accident"). Tenant shall provide City with a complete description of the accident promptly, and as soon thereafter as practicable, but in no event later than one(!) business day following the Accident. In lieu thereof, Tenant may provide City with copies of existing Documentation prepared by Tenant for the Office of Head Start. To the extent reasonably necessary, Tenant shall immediately block-off and prevent access to the Accident area and take such other action as is required to protect the participants and invitees, and prevent further damage to, or deterioration of the Facility. Except as required to protect the Facility, the participants or invitees, Tenant shall not change the condition of the Accident area or perform any Repairs or Maintenance prior to City approval of the same.

**ARTICLE VIII
CAPITAL REPAIRS**

Section 8.01 R/R Projects.

No later than January 15 of each year, Tenant shall submit to City, its proposed R/R Project Schedule for the Premises. The Tenant is responsible to perform the work for all R/R Projects, with the City's prior approval.

All such R/R Projects shall be performed in a good and workmanlike manner using good quality materials and supplies, and components and replacement parts that are of better quality than the quality of those being, Repaired or replaced and shall be performed through completion. The Tenant, if approved by City, shall obtain all development approvals and permits from the appropriate regulatory agencies prior to commencing any R/R Projects and shall perform all such R/R Projects in compliance with the effective Florida Building Code, supplements thereto, and any municipal or local amendments thereto.

For each year beginning July I, 2025, and each year thereafter during the Term hereof, the Tenant shall be responsible for one hundred percent (100%) of the costs of completing all R/R Projects on the Approved R/R Project Schedule, including Emergency Capital Repairs.

Section 8.02 Updated R/R Project Schedule.

The Tenant shall have the right to request additions to, or modifications of, the R/R Project Schedule by submitting an Updated R/R Project Schedule (incorporating such proposed modifications, including any and all modifications made necessary due to Emergency Capital Repairs) to the City on or before July 1st of any year during the Term of this Agreement.

Section 8.03 Tenant R/R Project Requirements.

For each R/R Project that has been approved by City for Tenant implementation as set forth in Section 8.01, the Tenant shall use its standard purchasing practices: provided that all purchases are undertaken and awarded by a competitive process. For each and every funded R/R Project on the Approved R/R Project Schedule, and prior to Tenant entering into a contract or purchase order for any individual R/R Project, the Tenant shall submit:

(i) a bid tabulation sheet that sets forth the vendor/contractor's name and bid amount for each bid response ("R/R Project Bid Tabulation Sheet"), and (ii) a copy of Tenant's proposed contract or purchase order which contains the scope of work to be purchased and a copy of the vendor's/contractor's insurance certificate naming the City as an additional insured and certificate holder with such limits, coverages and endorsements as may be reasonably required by City.

Section 8.04 Emergency Capital Repairs.

If, at any time during the Term, the Tenant reasonably believes that Emergency Capital Repairs need to be made to the Premises, the Tenant shall immediately take corrective and preventative operational, security and safety precautions to protect all users, invitees and guests and to prevent further damage or deterioration to the Premises, which by way of illustration only, may include stopping program operations or removing one or more areas of the Premises from access and use. Tenant shall also immediately notify City specifying the nature of the identified Emergency Capital Repair and the Tenant's proposed scope of work to address the Repair. City will meet Tenant at the Premises within forty- eight (48) business hours to assess and discuss the Emergency Capital Repair.

**ARTICLE IX
CAPITAL IMPROVEMENTS**

At any time during the Term of the Lease, Tenant may request approval to undertake Capital Improvements to the Premises. The Capital Improvements request shall include, but not be limited to; 1) a narrative description of the need/justification for the work, 2) a detailed description of the scope of work, 3) the proposed project budget, and 4) the implementation plan.

ARTICLE X UTILITIES

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility services to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, telephone, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall City be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE XI FINANCIAL GUARANTEE

Tenant shall, at its sole cost and expense, maintain in full force and effect throughout the duration of this Agreement a surety bond in a minimum amount of Two Hundred and Twenty-Five Thousand Dollars (\$225,000) as a financial guaranty of Tenant's performance under the terms of this Agreement, including, but not limited to Tenant's Maintenance and Repair responsibilities. The surety bond shall be issued by an insurance company or surety company qualified to do business in the State of Florida, which company shall be acceptable to the City which shall be determined in the City's sole and absolute discretion. Alternatively, Tenant shall deliver to City a clean irrevocable Letter of Credit for Two Hundred and Twenty-Five Thousand Dollars (\$225,000), in a form and drawn upon a financial institution acceptable to City. In the event Tenant elects to deliver a Letter of Credit, such Letter of Credit shall have a minimum term of five (5) years. Upon the failure of Tenant to perform any of the obligations of this Lease, City shall be entitled to draw upon the financial guarantee in addition to any other rights or remedies available to City. Tenant acknowledges that it has delivered to the City such original surety bond or Letter of Credit, as applicable. Tenant shall provide City with commitment documents providing for continuation or replacement of the surety bond or Letter of Credit at least thirty (30) days prior to the expiration of the same. Tenant's failure to renew the same upon expiration of its coverage term shall be deemed an event of default.

ARTICLE XII INSURANCE

Unless otherwise specified in this Lease, Tenant shall maintain, at its sole expense, in full force and effect at all times during the life of this Lease or the performance of work hereunder, insurance limits, coverages or endorsements required herein. Tenant hereby agrees the requirements contained herein, as well as City's review or acceptance of insurance, is not intended to and shall not in any manner limit nor qualify Tenant's liabilities and obligations under this Lease.

Section 12.01 Commercial General Liability.

Tenant shall maintain: Commercial General Liability with limits of liability not less than \$1,000,000 Each Occurrence including coverage for, but not limited to, Premises/ Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability; Fire Legal liability with a limit not less than \$100,000; and Medical Payments (when available) with a limit not less than \$5,000. Tenant shall ensure such coverage is provided on a primary basis.

Section 12.02 Business Auto Liability.

Tenant shall maintain Business Automobile Liability with limits of liability not less than \$500,000 Each Occurrence for owned, non-owned, and hired automobiles. In the event Tenant has no owned automobiles, this requirement shall be to maintain only Hired & Non- Owned Auto Liability. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Liability. Tenant shall ensure such coverage is provided on a primary basis.

Section 12.03 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440 Florida Statutes and applicable Federal Acts, if required by Florida law. Tenant shall ensure such coverage is provided on a primary basis.

Section 12.04 Premises Insurance.

Tenant shall maintain property insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on behalf of Tenant as well as Tenants contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form. Coverage shall be provided on a primary basis.

Section 12.05 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the City as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsement, or their

equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "City of Pahokee, 207 Begonia Drive, Pahokee, Florida 33476".

Section 12.06 Certificate of Insurance.

Tenant shall provide the City with a certificate of insurance evidencing limits, coverages and endorsements required herein. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the City shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from City, all premiums and expenses incurred by City.

Section 12.07 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 12.08 Premiums and Proceeds.

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, Repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 12.09 Deductibles, Coinsurance, & Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 12.10 No Representation of Coverage Adequacy.

The limits, coverages or endorsements identified herein primarily transfer risk and minimize liability for the City, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 12.11 Insurance for Special Events and Outside Persons/Groups.

Excluding City or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 12.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that City and Tenant are named as Additional Insured under such policy, as described in Section 12.05. Tenant shall obtain and, when requested by the City, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

**ARTICLE XIII
INDEMNIFICATION**

Tenant shall indemnify, defend and save harmless the City from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease for any personal injury, loss of life, and/or damage to property sustained in or about the Premises, by reason, during, or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees, and any subtenant, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event City shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold City harmless and pay all costs and reasonable attorney's fees incurred by City in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that City would not have entered into this Lease without Tenant's agreement to indemnify City and further acknowledges the receipt of good and valuable separate consideration provided by City in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Lease.

**ARTICLE XIV DESTRUCTION
OF PREMISES**

In the event the Premises shall be destroyed or so damaged or injured by fire or another casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then the City shall at its sole option either commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion, or alternatively. City shall have the right, at its option, not to restore the Premises but to terminate this Lease and to retain all insurance proceeds payable on account of said casualty as City's sole property. In the event City elects to terminate this Lease, the parties shall be relieved of all further obligations hereunder arising after the date of such termination. The termination herein mentioned shall be evidenced in writing. If City elects to restore the Premises, City shall thereafter diligently pursue such restoration to completion.

**ARTICLE XV
ASSIGNMENT AND SUBLETTING**

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of City, which may be granted or withheld at City's sole and absolute discretion. Any assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

**ARTICLE XVI
DEFAULT**

Section 16.01 Default by Tenant.

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within fifteen (15) days after the same shall become due; (ii) Tenant's failure to commence Head Start operations at the Premises on or before February 1, 2025; (iii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after written notice from City; (iv) Tenants vacating the Premises for a period of thirty (30) days or abandoning same; (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding; (vi) Change in the Tenant's corporate status to for-profit status; or (vii) Termination of the Grant or change in the Tenant's Grant status from a principal grantee to a delegate agency grantee.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give Tenant notice that City intends to terminate this Lease upon a specified date not less than three (3) days after the date notice is received by Tenant, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the three (3) day period and the City is notified, this Lease will continue.

If Tenant's Grant status is changed from principal grantee for Head Start operations in Palm Beach County to a delegate agency, then City intends to commence negotiations with the replacement principal grantee for occupancy of the Premises. Tenant may be permitted to continue Head Start operations at the Premises as set forth in this Lease pending negotiations with the new principal grantee, and thereafter City shall provide Tenant with notice of termination as set forth above. This provision is in no way intended to effectuate a waiver of any rights or remedies available to City if an Event of Default occurs.

Section 16.02 Default by City.

City shall not be in default unless City fails to perform obligations required of City within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to City, specifying wherein City has failed to perform such obligations; provided, however, that if the nature of City's obligations is such that more than thirty (30) days are required for performance then City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

**ARTICLE XVII
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Lease and all obligations of City hereunder are subject to and contingent upon annual budgetary funding and appropriations by the City of Pahokee City Commission, provided however, that any Early Termination pursuant to this Article shall be subject to the notice provision set forth in Article XVIII (Early Termination).

**ARTICLE XVIII EARLY
TERMINATION**

City shall have the right to terminate this Agreement, for any reason, upon the expiration of at least one hundred twenty (120) days' notice prior to the end of the Tenant's then-current Grant Year.

City shall have the right to terminate this Agreement, immediately by written notice to Tenant if; (1) Tenant has not received a Notice of Grant Award as a result of Tenant's Grant Application for any year; or (2) upon notice to Tenant from the Office

of Head Start that the Grant Application project budget will not be funded on or before July 1, of every year; or (3) upon notice from the Office of Head Start that the Grant Application is not approved.

Fiscal Non-Funding Clause

This agreement is subject to government funding availability. In the event sufficient Government funds to fund this agreement become reduced or unavailable, Lutheran Services Florida Inc. shall notify City with supporting documentation and the Agreement shall be terminated.

**ARTICLE XIX
QUIET ENJOYMENT**

Upon payment by the Tenant of the Annual Rent, Additional Rent and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by City or any other person or persons lawfully or equitably claiming by, through or under the City, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XX
MISCELLANEOUS**

Section 20.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between City and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon City or Tenant unless reduced to writing and signed by them.

Section 20.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-

deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the City at:

City of Pahokee
207 Begonia Drive
Pahokee, FL 33476
Telephone 561-924-5534

(b) If to the Tenant at:

Lutheran Services Florida, Inc.
3627A West Waters Avenue
Tampa, Florida 33614
Telephone 813-875-1408
Fax 727-535-6305

with a copy to:

Lynn W. Stone, MBA
QA Compliance and Contracts Manager
Lutheran Services Florida-Head Start Program
2210 Tall Pines Dr., Suite 210
Largo, FL 33771
Office Phone: 727-547-5902
Office Fax: 727-535-6013

with a copy to:

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

Any party may from time to time change the address at which notice under this Lease shall be given to such party, upon three (3) days prior written notice to the other parties.

Section 20.03 Disclosure of Beneficial Interest.

Tenant represents that simultaneously with Tenant's execution of this Lease. Tenant has executed and delivered to City, the Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "B", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of

the Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the City pursuant to Section 21.02 of this Lease.

Section 20.04 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 20.05 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless City from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 20.06 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of City, which may be granted or withheld at City's sole discretion.

Section 20.07 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 20.08 Governing Law and Venue.

This lease shall be governed by and interpreted according to the laws of the State of Florida.

Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 20.09 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County's public health unit.

Section 20.10 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 20.11 Waiver, Accord and Satisfaction.

The waiver by City of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by City to or of any act by Tenant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent similar act by Tenant.

Section 20.12 Non-exclusivity of Remedies.

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 or 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.

Section 20.13 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 20.14 Incorporation by Reference

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 20.15 Survival.

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

Section 20.16 No Third-Party Beneficiary.

No provision of this Lease 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 Lease, including but not limited to any citizens of the City or employees of City or Tenant.

Section 20.17 Office of the Inspector General.

Palm Beach County has established the Office of the Inspector General. 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 audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

Section 20.18 Effective Date of Lease.

This Lease shall be effective upon execution by all parties and is expressly contingent upon approval by the City Commission ("Effective Date").

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first above written.

WITNESS:

Lutheran Services Florida, Inc

Witness Signature

By: _____

Print Witness Name

(SEAL)
(corporation not for profit)

Witness Signature

ATTEST:

CITY CLERK

CITY OF PAHOKEE, a political
Subdivision of the State of Florida

By: _____
Nylene Clarke

By: _____

APPROVED AS TO FORM
LEGAL SUFFICIENCY

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

SCHEDULE OF EXHIBITS

EXHIBIT "A"	THE PREMISES
EXHIBIT "B"	TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS



1:2,257
0.03

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: CITY OF PAHOKEE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Mike Carrol, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Chief Operating Officer of Lutheran Services Florida, Inc., a Florida nonprofit corporation (the "Tenant"), which entity is the tenant of the real property located at 380 E. Dr. Martin Luther King Jr. Boulevard, Pahokee, Florida (the "Property").

2. Affiant's address is: _____.

3. Attached hereto, and made a part hereof, as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by the City of Pahokee, Florida, relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT

Mike Carrol

SWORN TO AND SUBSCRIBED before me this ____ day of _____ 2025, in _____ Palm Beach County, Florida.

Affiant is:
Personally known to me _____
Produced I.D. _____

Notary Public

My Commission Expires:

**SCHEDULE TO BENEFICIAL
INTERESTS IN PROPERTY**

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
-------------	----------------	-----------------------------------

None. Lutheran Service Florida, Inc is a 501(c)(3) organization.

There are no individuals or entities that have a beneficial interest in its assets.

RESOLUTION 2025-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING LEGISLATIVE PRIORITIES FOR THE 2025 LEGISLATIVE SESSION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, In anticipation of the 2025 Florida State Legislative Session and Sessions of Congress of the United States, the City of Pahokee City Commission (“City Commission”) desires to adopt its legislative priorities; and

WHEREAS, the City Commission has reviewed and considered the nature and scope of its proposed legislative actions; and

WHEREAS, the City Commission desires to confirm its legislative priorities for the 2025 legislative session as set forth herein.

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. Adoption of 2025 Legislative Priorities. The City Commission of the City of Pahokee, Florida hereby adopts the 2025 Legislative Priorities, as set forth in Exhibit “A,” attached hereto.

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

PASSED and ADOPTED this 14th day of January 2025.

Keith W. Babb, Jr., Mayor

ATTESTED:

Nylene Clarke, CMC, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P. A.
City Attorney

Moved by: _____

Seconded by: _____

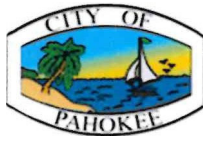
Vote:

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

EXHIBIT "A"

2025 LEGISLATIVE PRIORITIES

(ATTACHED)



**Keith W. Babb, Jr.
MAYOR**

**Clara "Tasha" Murvin
VICE-MAYOR**

**Michael E. Jackson
INTERIM CITY MANAGER**

**Nylene Clarke
CITY CLERK**

"Building a City and Community of Choice"
207 Begonia Dr.
Pahokee, FL 33476
Phone: (561) 924-5534
Fax: (561) 924-8140

<http://www.cityofpahokee.com/>

City of Pahokee
2025 Legislative Requests

COMMISSIONERS:

Derrick Boldin

Sanquetta Cowan-Williams

Everett D. McPherson, Sr.

**Burnadette Norris-Weeks
CITY ATTORNEY**

Marina Improvements - \$2,000,000

Removal of floating dock to access gas pumps; Upgrade gas facilities at the Pahokee Marina including repairs to floating docks A, B and C (docks D, E, and F were completed last year); north and south pier lighting and parking lot lighting; The addition of boat dock entry and exit fencing and the replacement of three (3) campground gates; Add four (4) new electric vehicle charging stations, bait/tackle and gift shop; and the installation of new water and sewer lines with backflow preventer meters at the north end pavilion.

Campground Repairs and Acquisition of Cabins - \$1,600,000

Redesign entire campground site; Install new irrigation; Replace campground gating in two (2) locations; Upgrade electrical panels at 100 campsites to include amp and water connections along with backflow preventer meters; Purchase three (3) cabins (120,000 each) for visitors/tourists' rentals; and Add fiber optics to allow for Wi-Fi access.

Infrastructure Improvements - \$15,000,000

Resurfacing of all streets; replace (old) and install (new) sidewalks throughout the city; erect stop and street signs; install storm drainage systems in flood prone areas; and replace all damaged culverts and curbing.

Infrastructure Improvements to Martin Luther King, Jr and Glades Citizen Villa Parks - \$2,500,000

Substantial de-mucking and backfilling of both parks; installation of a multipurpose field (soccer/football/baseball) to be built at MLK park; creation of an outdoor recreational/fitness facility at Glades Citizen Villa Park; both parks to properly storm drained along with LED lighting and securing cameras.

Hurricane Hardening of the Eddie Rhodes Gymnasium - \$2,500,000

The hardening of a city owned and operated gymnasium for purposes of residents' shelter during storm/hurricane activity for its residents and marina and campground visitors/tourist. Structural, mechanical and electrical engineering surveys prior to adequate roof, window, doors replacement; exterior drainage and landscaping; and relocation of air handling units, water supply and other critical and electrical equipment.



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: MICHAEL E. JACKSON, CITY MANAGER

FROM: Jongelene Adams

SUBJECT: Community & Economic Development Department

DATE: 2 January 2025

GENERAL SUMMARY/BACKGROUND:

This is an emergency agreement for Construction Engineering and Inspection (CEI) services as it relates to Barfield Reconstruction Highway Project. The emergency agreement is to engage C.A.P. Engineering Inc. for CEI consulting services for the construction oversight, completion phase and project closeout per the agreement with FDOT Barfield Highway Reconstruction Project.

As per the agreement by and between the City of Pahokee with the State of Florida Department of Transportation Grant Agreement - G1753, FM #442030-01-54-1 for Barfield Highway Reconstruction Project from 7th Street to East Main Street for Construction and CEI services. The agreement mandates the City to have Construction, Engineering and Inspection (CEI) Services for the project. This includes construction management at all times during the project – contract administration, monitoring, project meetings, review contractor applications, closeout process including as built drawings review punch list items, etc.

The need for this emergency agreement with C.A.P Engineering, Inc. is a result of the previous CEI consultant being terminated before the completion of the project. The CEI consultant was terminated on September 27, 2023 by the former City Manager. Since the termination of CEI services, the City utilized C.A.P Government (which is the City’s Building Official), C.A.P. Government then forwarded the project to their engineering division – C.A.P. Engineering. Due to the specific project closeout details, the City needs to contract with the engineering division of C.A.P Engineering, Inc in order to fulfill FDOT specifications of completion and closeout, such as construction management, monitoring, project meetings, as built drawing reviews, payment applications, completion inspections, etc.

BUDGET IMPACT: CEI Services from C.A.P Engineering, Inc. shall not exceed fifty thousand dollars (\$50,000.00) and the cost will be incurred by the City of Pahokee.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The staff recommends approval of CEI emergency services from C.A.P Engineering Inc.

ATTACHMENTS:

- Reso 2025-04
- Exhibit “A”
- Exhibit “B”

RESOLUTION 2025-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, ACCEPTING AN EMERGENCY AGREEMENT WITH C.A.P ENGINEERING, INC. RELATED TO CONSTRUCTION, ENGINEERING AND INSPECTION (CEI) SERVICES IN CONJUNCTION WITH THE CONTRACT BETWEEN THE CITY OF PAHOKEE AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2019-14 adopted by the City Commission of the City of Pahokee, Florida ("CITY") on March 26, 2019, the City and the Florida Department of Transportation (FDOT) entered into a grant funding Agreement for Construction and Construction Inspection (CEI) Engineering Services pertaining to S. Barfield Road from East Main Street to East 7th Street; and

WHEREAS, pursuant to Resolution 2019-14, the agreement mandates that the City maintain a CEI consultant to perform and complete all aspects of Construction, Engineering and Inspection Services related to the state funded grant agreement between the Florida Department of Transportation (FDOT) and the City of Pahokee for contract G1753, FM #442030-01-54-1, for Barfield Highway Reconstruction Project; and

WHEREAS, the CITY desires to engage the C.A.P. Engineering, Inc. on an emergency basis to perform and complete all aspects of the Construction Engineering Inspection (CEI) services related to the state funded grant agreement with the Florida Department of Transportation (FDOT), G-1753, FM #442030-01-54-1 for the City of Pahokee Barfield Highway Reconstruction Project under the conditions set forth in Exhibit "B" ("Agreement") attached hereto; and

WHEREAS, CEI services from C.A.P Engineering Inc. shall not exceed Fifty Thousand Dollars (\$50,000.00) for completion and closeout of the Barfield Highway Reconstruction project for a term set forth in Exhibit "A" ("Agreement") attached hereto; and

WHEREAS, the emergency cost of Construction, Engineering and Inspection (CEI) services to C.A.P Government will be funded solely by the City of Pahokee.

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

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

Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes and approves an emergency agreement with C.A.P. Engineering, Inc. for Construction Engineering Inspection (CEI) services related to the Barfield Highway Reconstruction Project.

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

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

PASSED and ADOPTED this 14th day of January 2025.

Keith W. Babb, Jr., Mayor

ATTESTED:

Nylene Clarke, CMC, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, PA
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"
C.A.P. ENGINEERING INC. CEI SERVICES AGREEMENT

EXHIBIT "B"

**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT),
CONTRACT G-1753, FM# 442030-01-54-1, BARFIELD HIGHWAY
RECONSTRUCTION PROJECT**

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2025, between:

CITY OF PAHOKEE, a Florida municipal corporation,
hereinafter "CITY,"

and

C.A.P. Engineering, Inc. (CAP), a company, authorized to do
business in the State of Florida, hereinafter "CONSULTANT."

THIS AGREEMENT is dated and will be effective on the _____ day of January in
the year 2025, by and between the City of Pahokee, (hereinafter called CITY) and, C.A.P.
Engineering, Inc. (CAP), (hereinafter called CONSULTANT).

WHEREAS, the parties desire to enter into this emergency agreement for
Construction Engineering and Inspection (CEI) Services in connection with the Barfield
Highway Reconstruction project -- FDOT Financial Project No. 442030-1-54-01.

CITY and CONSULTANT, in consideration of the mutual covenants hereinafter
set forth, agree as follows:

ARTICLE 1 - WORK

Scope of Services

Task 1 - Construction Management Phase - Continue project construction management
services from previous CEI.

- a. Contract Administration: Review and assess all previously submitted contract documents to date, such as permits, plans and revisions, engineering reports, shop drawings, change orders, RFI's, payment application, time extensions, coordination with FDOT and FDOH and prepare reports and certifications as required.

Task 2 - Construction Phase: Document Construction Contractor's activities and verify
quantities for payment.

- a. Monitoring: Onsite inspections may vary based on actual construction activities. Monthly review of construction progress.
- b. Project Meetings: Attend project construction progress meetings, as needed with appropriate team members in attendance.
- c. Review and Process Contractor's Applications for Payment: Receive and review

draft application for payment prepared by the Contractor, reconcile any discrepancies between Engineer's estimate of progress and Contractor's application. Review draft application for payment in comparison to measured or estimated quantities. Make notations of deficient work not recommended for payment until corrected. Return a copy of the reviewed draft to the Contractor. Review revised application for payment and, if appropriate, advise the Contractor to submit the required number of copies. Forward copies to the City's Project Manager for processing.

Task 3 - Closeout Phase

- a. Substantial Completion: Receive and review Contractor's required substantial completion submittal and determine if Project is ready for substantial completion inspection.
- b. Conduct Substantial Completion Inspection: Coordinate, conduct, and document the substantial completion inspection. Prepare and distribute the punch list format to the parties conducting the inspection. Review progress of corrective action on punch list items, periodically updates, and re-issue. Prepare and issue Certificate of Substantial Completion with a list of stated qualifications (punch list).
- c. Final As-Built Record Drawing Review: Review as-built drawings to verify that the Contract Drawings are properly noted to reflect actual construction; notify the Contractor of deficiencies noted; provide follow up to verify if corrections were made and that the as-built drawings are up to date.
- d. Final Completion: Receive and review the Contractor 's required final completion submittal. Notify City Project Manager, Contractor, and other affected parties of date of final inspection. Coordinate, attend and conduct the final inspection meeting and physical walk-through of the Project.
- e. Final Payment: Collect all payment documents required and forward to the City Project Manager for processing along with the Contractor's Final Application and Certificate for Payment; finalize all project costs and determine the final adjusted amounts for construction; obtain the Contractor's signature on any required Contractor's Certification of Affidavits; process and sign Final Application for Payment; prepare transmittal letter indicating recommendation for Final Payment.

ARTICLE 4 - CONTRACT PRICE

4.1 CITY shall pay CONSULTANT for completion of the Work in accordance with the payment schedule set forth below:

Fee Schedule:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$285
Project Manager	\$250
CEI Senior Project Engineer	\$215
CEI Project Engineer	\$150
CEI Inspector	\$100
CEI Contract Support Specialist	\$106

Reasonable reimbursable expenses such as travel costs shall be invoiced monthly and at direct cost.

The fee for all services will be based on the Fee Schedule listed above. The total fee to be paid to CONTRACTOR for services shall not exceed Fifty Thousand Dollars (\$50,000.00).

ARTICLE 5 - PAYMENT PROCEDURES

CONSULTANT shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by CITY as provided in the General Conditions.

5.1. PAYMENTS. CONSULTANT shall submit for payment for the services rendered under this Agreement in accordance with Article 4. The Consultant shall maintain detailed records of the time spent, which shall be provided to the Client upon request. Invoices will be submitted monthly, and payment will be due within [30] days of receipt.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with Exhibit "A".

5.3 AVAILABILITY OF FUNDS. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.

ARTICLE 6

(This Article left blank intentionally).

ARTICLE 7 - CONSULTANT'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONSULTANT makes the following representations:

7.1 CONSULTANT has familiarized itself with the nature and extent of the

Construction Contract Documents, Work, site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

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

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

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

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

8.1 This Agreement.

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

8.3 ~~Notice of Award by City Commission~~

8.4 ~~General Conditions and Supplementary Conditions.~~

8.5 If applicable, Florida Department of Transportation Standard Specifications for

Road and Bridge Construction, latest edition and Florida Department of Transportation Design Standards, latest edition (not attached).

8.6 Paragraph Deleted

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

8.8 Addenda Exhibit "A", Exhibit "B" and Exhibit "C", inclusive.

8.9 ~~CONSULTANT'S Bid and Bid Bond.~~

8.10 ~~Any other documents required by this Agreement, the Bidding Documents or the Contract Documents whether or not the same is attached hereto.~~

8.11 ~~The following which may be delivered or issued after the Effective Date of the Agreement may not be attached hereto: Notice to Proceed, Warranty of Title form, Final Release of Liens form, all written amendments and other documents amending, modifying, or supplementing the Contract Documents.~~

8.12 Relevant provisions of the Agreement between the City of Pahokee and the Florida Department of Transportation, G-1763 related to Barfield Highway entered in on April 1, 2019.

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

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in this Agreement.

ARTICLE 9 - MISCELLANEOUS

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

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

9.3 CITY and CONSULTANT each binds itself, its partners, successors, assigns and

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

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONSULTANT, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.5 The CONSULTANT agrees to be bound by all the terms and conditions set forth in the Contract Documents. To the extent that a conflict exists between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. To the extent that a conflict exists between the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of the Contract Documents shall prevail in the following order of precedence:

1. Any written Amendments;
2. Technical Specifications, Drawings, and Addenda thereto;
3. Supplemental Conditions;
4. General Conditions;
5. CONSULTANT's Bid; and
6. All remaining Contract Documents (which shall have equal value in order of precedence).

9.6 This Agreement shall not become binding and effective until approved by the City Commission of the City of Pahokee or its designated representative.

9.7 In accordance with Palm Beach County Ordinance number 2011-009, the CONSULTANT understands that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance 2011-009 and is aware of its rights and/or obligations under such ordinance.

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

9.9 The CONSULTANT warrants and represents that all of its employees are treated equally during employment and the provision of all of its services is without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

9.10 The Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.11 CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

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

9.12 Governing Law; Consent to Jurisdiction: The Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions, and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for federal actions, the purposes of any suit, action or other proceeding arising out of, or relating to, the Agreement; and, (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever.

9.13 Except where specifically provided for in the Agreement, the CONSULTANT shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising out of or related to delay, disruption, interference or hindrance from any cause

whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY. Otherwise, the CONSULTANT shall be entitled only to extensions of the Contract Times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided in the Agreement.

9.14 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONSULTANT or its sub-CONSULTANTS under the Contract Documents shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, the CONSULTANT and its sub-CONSULTANTS will assign to the CITY all right, title and interest in and to CONSULTANT's and/or its sub-CONSULTANTS' copyright(s) for such Documents. CONSULTANT shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONSULTANT shall retain copies of the Documents for a period of three (3) years from the date of completion of the project. The CITY grants to the CONSULTANT and its sub-CONSULTANTS the right and/or limited license to use a portion of the Documents prepared by the CONSULTANT or its sub-CONSULTANTS in future projects of the CONSULTANT or its sub-CONSULTANTS with said right and/or limited license to use a portion at CONSULTANT's or its sub-CONSULTANT's own risk and without any liability to the CITY. Any modifications made by the CITY to any of the CONSULTANT's or its sub-CONSULTANT's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONSULTANT or its sub-CONSULTANT(s) will be at the CITY's sole risk and without liability to the CONSULTANT or its sub-CONSULTANT(s).

9.15 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

9.16 To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to the contract documents.

9.17 It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

9.18 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

ARTICLE 10 - INDEMNIFICATION

10.1 This space left blank intentionally.

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

ARTICLE 11 - SALES TAX INFORMATION

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

ARTICLE 12 - INSURANCE

12.1 The CONSULTANT shall not commence work under this contract until he has obtained all insurance required under this paragraph or by the City have been satisfied.

12.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by

companies authorized to do business under the laws of the State of Florida.

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

12.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least five (5) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

12.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

12.6 The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

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

ARTICLE 13 - INDEPENDENT CONSULTANT

13.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent CONSULTANT under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 14 - E-VERIFY

E-Verify 448.095 Fla Stat (2025) - By entering into this Agreement, the CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Fla . Stat. (2025), "Employment Eligibility", as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subCONSULTANT does not employ, contract with, or subcontract with, an unauthorized alien. CONSULTANT agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla Stat. (2025), as amended; and CONSULTANT will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. CONSULTANT will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this section.

ARTICLE 15 - NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: Michael E. Jackson, City Manager
207 Begonia Drive

Pahokee, Fl 33476

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

CONSULTANT: C.A.P. Engineering, Inc.
Carlos Penin
343 Almeria Avenue
Coral Gables, Fl 33134

THE SPACE IS INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals
_____ day of January 2025.

CITY OF PAHOKEE

ATTEST:

Nylene Clarke, CMC, City Clerk

BY: _____
Keith W. Babb, Jr., Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, City Attorney

Michael E. Jackson, City Manager

CONSULTANT

WITNESSES:

BY: _____
CARLOS PENIN
343 ALMERIA AVENUE
CORAL GABLES, FL 33134

Print Name of CONSULTANT

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of ___ a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

CAP Engineering CEI Agreement

EXHIBIT "B" AGREEMENT WITH FDOT
FDOT Financial Project No. 442030-1-54-01

EXHIBIT "C"
INSURANCE CERTIFICATE



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.
SECRETARY

April 9, 2019

Mr. Chandler Williamson
City Manager
City of Pahokee
207 Begonia Drive
Pahokee, Florida 3347

Contract No. G-1753
RE: Small County Outreach Program Agreement
FM #: 442030-1-54-01
Description: Construction and Construction Engineering Inspection (CEI) services of S. Barfield Highway from East Main Street to East 7th Street

Dear Mr. Williamson:

Enclosed please find a copy of a fully executed Small County Outreach Program Agreement - for the project referenced above. Also included is a copy of the **Resolution No. 2019-14** in which the SCOP Agreement was approved. Said documents are to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leos A. Kennedy, Jr.", written in a cursive style.

Leos A. Kennedy, Jr.
Program Management Unit
District Four

lk/s
enc: SCOP
copy: District Financial Services
Leos A. Kennedy, Jr, Project Manager
Mark Madgar, Work Program Manager
File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
01/18

FPN: 442030-1-54-01 Fund: SCRC FLAIR Category: 085576
 Org Code: 55043010404 FLAIR Obj: 751000

FPN: _____ Fund: _____ FLAIR Category: _____
 Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
 Org Code: _____ FLAIR Obj: _____

County No: 93 Contract No: G-1753 Vendor No: VF-596-000-400

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on April 9, 2019,
 (This date to be entered by DOT only)
 by and between the State of Florida Department of Transportation, ("Department"), and CITY OF PAHOKEE, ("Recipient").
 The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction and Construction Engineering Inspection (CEI) services of Barfield Highway from East 7th Street to East Main Street, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2022. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
01/18

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$3,978,184.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,978,184.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
01/18

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
 - b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
 - c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
 - e. Travel expenses are not compensable under this Agreement.
 - f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
01/18

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
01/18

which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-80
PROGRAM MANAGEMENT
01/18

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that are not consistent with the Project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of

construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-80
PROGRAM MANAGEMENT
01/18

site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
01/18

- entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
 - d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
 - e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
 - f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 - g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
01/18

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: G
- e. **Exhibit and Attachment List**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: State Financial Assistance (Florida Single Audit Act)
- Exhibit E: Recipient Resolution
- *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
- *Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): G

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.


The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/17

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT
State of Florida, Department of Transportation

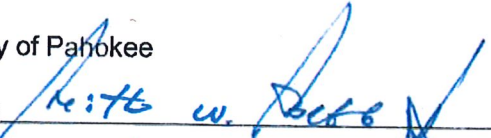
By: 
DocuSigned by:
9A89F25A78144F3...

Print Name: STACY L. MILLER, P.E.

Title: Director of Transportation Development

Date: 4/9/2019 | 11:58 AM EDT

City of Pahokee


By: 

Print Name: Keith W. Babbs, Jr.

Title: Mayor

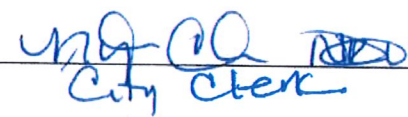
Date: march 26, 2019

Legal Review:

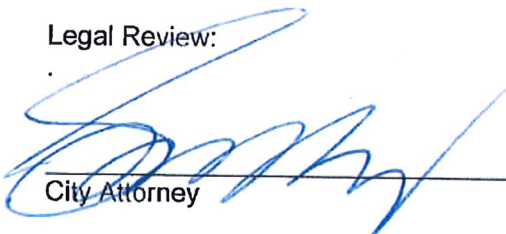
By: 
DocuSigned by:
See attached Encumbrance Form for date of funding approval by Comptroller

As approved by the Board on:

march 26, 2019

Attest: 
City Clerk

Legal Review:


City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

34

FPN: 442030-1-35-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

CITY OF PAHOKEE (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .92 MILES: EAST MAIN STREET TO EAST 7TH STREET

PROJECT DESCRIPTION: CONSTRUCTION AND CEI OF BARFIELD HIGHWAY

The construction for the reconstruction S. Barfield Highway will consist, but not limited to the complete removal and replacement of the roadway asphalt surface, base and subgrade material; and the removal and replacement of the existing concrete sidewalks, drainage structures and culverts. Underground utility relocations and modification will be included in the design, in order to accommodate the construction of the proposed undergrounds drainage system. Also included in this Project will be the replacements of the driveways, the re-grading of roadside swales and retention areas. Modifications to outfall structures and pavement markings and signage.

SPECIAL CONSIDERATIONS BY RECIPIENT:

DELIVERABLES:

CONSTRUCTION & CEI: The deliverables are contingent on the design of the Project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction Services to be completed by June 30, 2022 .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Department will not issue a construction Notice to Proceed (NTP) until the Recipient's submittal of 100% plans and cost estimate have been approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: CITY OF PAHOKEE 207 BEGONIA DRIVE PAHOKEE, FLORIDA 33476	FINANCIAL PROJECT NUMBER: 442030-1-54-01
--	--

I. PHASE OF WORK by Fiscal Year:	FY 2019	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 3,978,184.00	\$ 0.00	\$ 0.00	\$3,978,184.00
Maximum Department Participation - (Small County Outreach Program)	100% or \$ 3,978,184.00	or % \$	or % \$	or % \$ 3,978,184.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Maximum Department Participation - (Insert Program Name)	or % \$	or % \$	or % \$	or % \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	or % \$ 0.00	or % \$ 0.00	or % \$ 0.00	or % \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

Section 1, Item 4.

PROGRAM MANAGEMENT
09/17
Page 2 of 2

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	%	%	%	%
	or	or	or	or
	\$	\$	\$	\$ 0.00
Maximum Department Participation - (Insert Program Name)	%	%	%	%
	or	or	or	or
	\$	\$	\$	\$ 0.00
Maximum Department Participation - (Insert Program Name)	%	%	%	%
	or	or	or	or
	\$	\$	\$	\$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	%	%	%	%
	or	or	or	or
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$3,978,184.00	\$0.00	\$0.00	\$3,978,184.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

LEOS A. KENNEDY, JR.
District Grant Manager Name


4-9-19
Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF PAHOKEE

PROJECT DESCRIPTION: Construction and Construction Engineering Inspection (CEI) services of Barfield Highway from East 7th Street to East Main Street

FPID#: 442030-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section I, Item 4.

PROGRAM MANAGEMENT
09/17
Page 1 of 1

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Insert Program Name, Insert CSFA Number

***Award Amount:** \$3,978,184.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

Section I, Item 4.

PROGRAM MANAGEMENT
09/17
Page 1 of 1

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION 2019 - 14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE STATE-FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

WHEREAS, FDOT is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009); and

WHEREAS, the purpose of the Agreement is to provide for FDOT's participation in construction and Construction Engineering Inspection (CEI) services of Barfield Highway from East 7th Street to East Main Street, to provide FDOT financial assistance to the City of Pahokee, to state the terms and conditions upon which FDOT funds will be provided, and to set forth the manner in which the project will be undertaken and completed; and


WHEREAS, FDOT agrees to participate in the Project cost up to the maximum amount of \$3,978,184.00, and additionally FDOT's participation in the Project shall not exceed 100% of the total cost of the project.

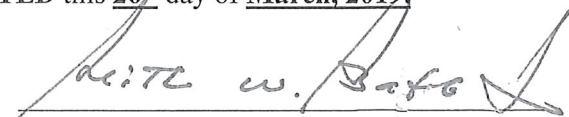
NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, THAT:

- Section 1. The Agreement shall be effective upon full execution through June 30, 2022.
- Section 2. The Mayor is hereby authorized and directed to execute the attached Agreement with the State of Florida Department of Transportation.

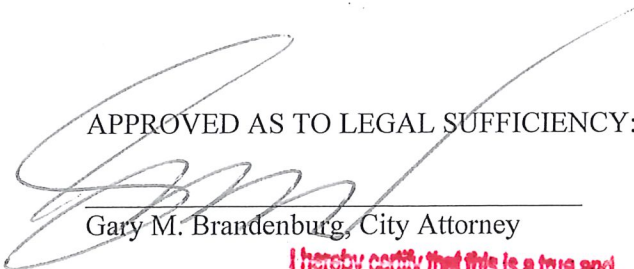
PASSED AND ADOPTED this 26th day of March, 2019;

ATTESTED:


Nylene Clarke, City Clerk


Keith W. Babb, Jr., Mayor

APPROVED AS TO LEGAL SUFFICIENCY:


Gary M. Brandenburg, City Attorney

Mayor Babb	<u>Yes</u>
Vice Mayor Murvin	<u>Yes</u>
Commissioner Bohlen	<u>Yes</u>
Commissioner Everett	<u>Yes</u>
Commissioner Hill	<u>Yes</u>



I hereby certify that this is a true and correct copy of an original document which is on file with the City of Pahokee, Florida


City Clerk Date 3/26/19

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS

**Florida Department of Financial Services, Reference Guide for State Expenditures
*Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION
**STATE-FUNDED GRANT
AGREEMENT**

525-010-00
PROGRAM MANAGEMENT
09/17
Page 1 of 1

Exhibit G

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G1753
4/8/2019

CONTRACT INFORMATION

Contract:	G1753
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF PAHOKEE
Vendor ID:	F596000400003
Beginning Date of This Agreement:	04/08/2019
Ending Date of This Agreement:	06/30/2022
Contract Total/Budgetary Ceiling:	ct = \$3,978,184.00
Description:	Construction and Construction Engineering Inspection (CEI) services of Barfield Highway from East 7th Street to East Mai

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 4/8/2019

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55043010404
Expansion Option:	AN
Object Code:	751000
Amount:	\$3,978,184.00
Financial Project:	44203015401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2019
Budget Entity:	55150200
Category/Category Year:	085576/19
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$3,978,184.00