CITY OF PAHOKEE

AGENDA

City Commission Regular Meeting
Tuesday, November 10, 2026, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

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

CHARTER OFFICERS:

Brenda L. Bryant, City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, P.A., City Attorney

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. ROLL CALL

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

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

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

1. Presentation: Report of the Public Work's Department - Paul Buxton, Director of Public Works
2. Presentation: Report of the Parks and Recreation Department - Gregory Williams, Director of Parks and Recreation

F. CONSENT AGENDA

1. October 27, 2026 City Commission Meeting Minutes

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

H. PUBLIC HEARINGS AND/OR ORDINANCES

1. ORDINANCE 2026-04 (SECOND READING) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PURSUANT TO FLORIDA STATUTES CHAPTER 171.044, PROVIDING FOR THE VOLUNTARY ANNEXATION OF A PARCEL OF UNDEVELOPED LAND CONTAINING APPROXIMATELY 19.92 ACRES, LOCATED SOUTHEAST OF STUCKEY ROAD AND EAST OF BAY BOTTOM ROAD, IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 37 EAST; UPON THE PETITION AND WRITTEN CONSENT OF THE OWNER PAHOKEE INVESTMENTS, INC.; FINDING THAT THE PROPERTY IS CONTIGUOUS AND REASONABLY COMPACT TO THE MUNICIPAL BOUNDARIES OF THE CITY AND OTHERWISE ELIGIBLE FOR ANNEXATION; ACKNOWLEDGING THAT AN APPLICATION FOR VOLUNTARY ANNEXATION, A MAP OF THE PROPOSED ANNEXATION AREA, AND A COUNTY ANNEXATION INFORMATION SHEET HAVE BEEN SUBMITTED TO PALM BEACH COUNTY; EXTENDING AND REDEFINING THE CORPORATE LIMITS OF THE CITY TO INCLUDE THE SUBJECT PROPERTY; PROVIDING FOR INTERIM FUTURE LAND USE AND ZONING DESIGNATIONS; PROVIDING FOR REVISION OF THE CITY CHARTER BOUNDARY DESCRIPTION PURSUANT TO SECTION 166.031, FLORIDA STATUTES TO INCORPORATE THE SUBJECT PROPERTY; DIRECTING THE CITY CLERK TO FILE CERTIFIED COPIES OF THIS ORDINANCE WITH ALL APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

I. RESOLUTION(S)

1. RESOLUTION 2026-74 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.
2. RESOLUTION 2026-75 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE CITY OF PAHOKEE'S ANNUAL MLK PARADE; AUTHORIZING AN APPLICATION FOR A PARADE PERMIT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
3. RESOLUTION 2026-76 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING EXECUTION OF A USE OF FACILITY AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY RELATING TO THE OPERATION OF A CONGREGATE MEAL SITE AT THE PAHOKEE MARINA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

1. Palm Beach County Sheriff's Office (PBSO) Report
2. Palm Beach County Fire Rescue (PBCFR) Report

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

M. REPORT OF THE CITY ATTORNEY

N. REPORT OF THE CITY CLERK

O. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

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

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

R. 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, October 27, 2026, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

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

CHARTER OFFICERS:

Brenda L. Bryant, City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, P.A., City Attorney

AGENDA

A. CALL TO ORDER

Mayor Babb called the meeting to order at 6:02 PM.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor McDonald led the Invocation followed by the Pledge of Allegiance.

C. ROLL CALL

PRESENT
Mayor Keith W. Babb, Jr.
Vice Mayor Isabelle J. McDonald
Commissioner Sanquetta Cowan-Williams (departed at 8:07 PM)
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott
Brenda L. Bryant, City Manager
Burnadette Norris-Week, 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 accept the agenda as presented. Duly seconded by Vice Mayor McDonald and passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

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

1. Presentation: FY 2024-2025 Annual Audit Report - Roderick Harvey, HCT Authorized Representative
2. Proclamation: Recognizing Mrs. Nohemi Polanco's Retirement and Nineteen Years of Service

F. CONSENT AGENDA

1. October 13, 2026 City Commission Meeting Minutes
2. October 20, 2026 City Commission Workshop Minutes

Motion made by Commissioner Cowan-Williams to accept the Consent Agenda. Duly seconded by Commissioner McPherson and passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

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

H. PUBLIC HEARINGS AND/OR ORDINANCES

1. ORDINANCE 2026-04 (FIRST READING) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PURSUANT TO FLORIDA STATUTES CHAPTER 171.044, PROVIDING FOR THE VOLUNTARY ANNEXATION OF A PARCEL OF UNDEVELOPED LAND CONTAINING APPROXIMATELY 19.92 ACRES, LOCATED SOUTHEAST OF STUCKEY

ROAD AND EAST OF BAY BOTTOM ROAD, IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 37 EAST; UPON THE PETITION AND WRITTEN CONSENT OF THE OWNER PAHOKEE INVESTMENTS, INC.; FINDING THAT THE PROPERTY IS CONTIGUOUS AND REASONABLY COMPACT TO THE MUNICIPAL BOUNDARIES OF THE CITY AND OTHERWISE ELIGIBLE FOR ANNEXATION; ACKNOWLEDGING THAT AN APPLICATION FOR VOLUNTARY ANNEXATION, A MAP OF THE PROPOSED ANNEXATION AREA, AND A COUNTY ANNEXATION INFORMATION SHEET HAVE BEEN SUBMITTED TO PALM BEACH COUNTY; EXTENDING AND REDEFINING THE CORPORATE LIMITS OF THE CITY TO INCLUDE THE SUBJECT PROPERTY; PROVIDING FOR INTERIM FUTURE LAND USE AND ZONING DESIGNATIONS; PROVIDING FOR REVISION OF THE CITY CHARTER BOUNDARY DESCRIPTION PURSUANT TO SECTION 166.031, FLORIDA STATUTES TO INCORPORATE THE SUBJECT PROPERTY; DIRECTING THE CITY CLERK TO FILE CERTIFIED COPIES OF THIS ORDINANCE WITH ALL APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

The title of the ordinance was read into the record by the City Attorney and was explained by the City Manager.

Public Hearing opened at 7:03 PM. There being no comments, public hearing closed at 7:04 PM.

Motion made by Commissioner Scott to accept Ordinance 2026-04 (First Reading). Duly seconded by Commissioner McPherson and passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

2. ORDINANCE 2026-05 (FIRST READING) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING SECTION 8-9, “VOTING PLACES,” OF CHAPTER 8, ELECTIONS, OF THE CODE OF ORDINANCES TO DESIGNATE THE EDDIE LEE RHODES GYMNASIUM, LOCATED AT 360 EAST MAIN STREET, PAHOKEE, FLORIDA, AS THE CITY'S VOTING PLACE FOR MUNICIPAL ELECTIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

The title of the ordinance was read into the record by the City Attorney and was explained by the City Manager.

Public Hearing opened at 7:24 PM. There being no comments, public hearing closed at 7:24 PM.

Motion made by Commissioner McPherson to accept Ordinance 2026-05 (First Reading). Duly seconded by Vice Mayor McDonald and passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

I. RESOLUTION(S)

1. RESOLUTION 2026-69 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, REAPPOINTING THREE MEMBERS AND APPOINTING TWO NEW MEMBERS TO THE PARKS AND RECREATION ADVISORY BOARD; PROVIDING FOR TWO-YEAR TERMS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

The title of the resolution was read into the record by the City Attorney and was explained by the City Manager.

Motion made by Commissioner McPherson to accept Resolution 2026-69 with the reappointment of Jacob Finkel, La'Ciera Reddick, and Andrea Scott. Duly seconded by Commissioner Cowan-Williams and passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

Motion made by Commissioner McPherson to appoint new members Brian Crawford and Luz Torres. Duly seconded by Commissioner Scott and passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

2. RESOLUTION 2026-70 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND RATIFYING INVOICES FROM MULTIPLE VENDORS FOR OPENING AND CLOSING AND VAULT SETTING SERVICES AT PORT MAYACA CEMETERY, AS ATTACHED HERETO AS EXHIBIT “A”; FURTHER RATIFYING THE SERVICES OBTAINED WHILE THE CITY’S BACKHOE WAS OUT OF SERVICE; PROVIDING FOR AN EFFECTIVE DATE.

   The title of the resolution was read into the record by the City Attorney and was explained by the City Manager.

   Motion made by Commissioner McPherson to accept Resolution 2026-70. Duly seconded by Commissioner Scott and passed unanimously.
   Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

3. RESOLUTION 2026-71 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’S FINANCIAL STATEMENTS AND SINGLE AUDIT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025, AS SET FORTH IN COMPOSITE EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

   The title of the resolution was read into the record by the City Attorney and was explained by the City Manager.

   Motion made by Commissioner Cowan-Williams to accept Resolution 2026-71. Duly seconded by Commissioner McPherson and passed unanimously.
   Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

4. RESOLUTION 2026-72 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE ISSUANCE AND COMPETITIVE ADVERTISEMENT OF REQUEST FOR PROPOSALS (RFP) NO. 2026-02 FOR COMPREHENSIVE FORENSIC AUDIT SERVICES; APPROVING THE RFP DOCUMENT AND SOLICITATION SCOPE; AUTHORIZING THE CITY MANAGER TO EXECUTE PROCUREMENT PROCEDURES AND CONVENE AN EVALUATION COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

   The title of the resolution was read into the record by the City Attorney and was explained by the City Manager.

Motion made by Commissioner McPherson to accept Resolution 2026-72. Duly seconded by Commissioner Scott and passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

5. RESOLUTION 2026-73 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING QUALIFICATIONS FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES PURSUANT TO RFQ NO. 2026-01; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO MULTIPLE AGREEMENTS FOR ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES AS PROVIDED IN EXHIBIT "A" HERETO; AUTHORIZING QUALIFIED CONSULTANTS FOR FUTURE PROJECTS ON AN AS NEEDED BASIS FOR AN INITIAL TERM OF THREE (3) YEARS, WITH A ONE-YEAR RENEWAL OPTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

   The title of the resolution was read into the record by the City Attorney and was explained by the City Manager.

   Motion made by Vice Mayor McDonald to accept Resolution 2026-73. Duly seconded by Commissioner Scott and passed unanimously.
   Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner Cowan-Williams, Commissioner McPherson, Commissioner Scott

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

1. Palm Beach County Sheriff's Office (PBSO) Report
2. Palm Beach County Fire Rescue (PBCFR) Report
3. Discussion and Direction: Cemetery - Tree Farm Tenant

   Commissioner McPherson moved to give the current occupant thirty (30) days' notice to vacate the property and, within that 30-day period, establish an RFP. The motion was duly seconded by Commissioner Scott. Discussion ensued, during which the City Attorney provided legal counsel. No vote was taken on the motion.

   Clerk's Note: The consensus was to direct the City Manager to take the necessary steps to have the current occupant removed from the property. The matter is anticipated to be brought back before the City Commission in the form of a resolution at a future Commission meeting to allow the City Manager and City Attorney time to determine the appropriate steps necessary to effectuate the removal.

4. Angela Reyes, LLC Deliverables
5. Forensic Audit Cost

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

M. REPORT OF THE CITY ATTORNEY

N. REPORT OF THE CITY CLERK

O. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY

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

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

R. ADJOURN

Motion made by Commissioner McPherson to adjourn the meeting. Duly seconded by Vice Mayor McDonald and passed unanimously.
Voting Yea: Mayor Babb, Vice Mayor McDonald, Commissioner McPherson, Commissioner Scott

There being no further business to discuss, Mayor Babb adjourned the meeting at 9:17 PM.

_____

Mayor Keith W. Babb, Jr.

_____

ATTEST: Nylene Clarke, CMC, City Clerk

STAFF REPORT

TO: City of Pahokee City Commission

VIA: Brenda B. Bryant, City Manager

FROM: Building Planning & Zoning Department in Consultation w/Treasure Coast Regional Planning Council – Thomas Lanahan

SUBJECT: Voluntary Annexation Application from Pahokee Investments, Inc.

DATE: October 27, 2026

GENERAL SUMMARY/BACKGROUND:
The City of Pahokee has received a Voluntary Annexation Application requesting to annex approximately 19.92 acres, more or less, of unincorporated and undeveloped real property located at NE 28th St (PCN 00-37-42-09-01-0000-0053).

ANALYSIS:
The subject property is owned by Pahokee Investments, Inc. and is located South of Stuckey Road, and East of Bay Bottom Road, in Section 9, Township 42, South, Range 37 East in the northeastern part of Pahokee. A review of the proposed annexation finds that it complies with relevant objectives and policies of the Comprehensive Plan as detailed in the attached Comprehensive Plan Analysis. In addition, the area proposed for annexation is reasonably compact, contiguous to the city's existing boundary, and is not within the County's Unincorporated Protection Area.

LEGAL NOTE:
Public Notice advertised in the Palm Beach Post on October 23, 2026, and October 30, 2026.

STAFF RECOMMENDATION:
Staff recommends the approval of the proposed Voluntary Annexation Application of said property into the City of Pahokee boundary through adoption of Ordinance 2026-04.

ATTACHMENTS:
Comprehensive Plan Analysis (attached to this report)
Annexation Ordinance
Annexation Application Package
PBC Letter
Legal Notice

Comprehensive Plan Analysis for Proposed Annexation
PCN: 00-37-42-09-01-000-0053
October 13, 2026

There are three primary areas of Objectives and Policies within the Future Land Use Element of the City of Pahokee's Comprehensive Plan that deal with annexations. The following analysis considers how the proposed voluntary annexation addresses them, with the analysis in *italics*:

1. Objective 1.1.4, Policy 1.1.4.4 requires that prior to annexation, the City shall prepare and adopt a facilities extension plan for proposed annexation areas which shall:
    a. Establish the location, level of service standards, and phasing for each facility and service to be extended by the City; *The subject site will be required to meet each of the City's relevant level of service standards as part of site plan and building permit approvals associated with any proposed development.*
    b. Require all development or redevelopment to be timed, staged, and located in conjunction with the provision of the community facilities and services listed per the system for the management of concurrency without exceeding their established level of service standards; *Any development of the subject site will be required to meet each of the City's relevant level of service standards as part of site plan and building permit approvals, including appropriate phasing or timing of development concurrent with availability of services and extension or expansion of those services.*
    c. Reserve the right of the City, in order to encourage infill development and reduce urban sprawl, to discourage development and redevelopment activities within proposed future annexation areas until such time as facilities and services are extended in accordance with the plan regardless if facilities and services are offered by a developer in advance of the plan phasing. *The City's rights under this Policy are not abrogated by approving the proposed voluntary annexation and it will be up to the City to determine the timing, manner, and funding of service extensions to the property.*
2. Objective 1.1.6 states that Pahokee's economic base shall be expanded through planning and development activities which encourage the expansion of existing businesses and the attraction of new business in appropriate areas as depicted on the Future Land Use Map and the annexation of new areas for future residential, commercial and industrial development. *The proposed annexation of land anticipated to eventually request an Industrial future land use and zoning designation in an area appropriate for such activity given the adjacent designations within the current City boundary.*
3. Objective 1.1.13 provides that the City will annex appropriate adjacent unincorporated areas into the City provided the residents or landowners of such areas generally favor incorporation into Pahokee, the areas can be better served by the City, and the net costs of annexation will not burden existing residents. *The proposed annexation is a voluntary request by the property owner, the area is far from any services provided by Palm Beach County but adjacent to the City of Pahokee and thus can be better served, and the net cost is anticipated to be of positive financial benefit to the City.*
    a. Policy 1.1.13.1 states that annexation proposals will be evaluated to determine their immediate and long-term costs to existing and future residents as compared

to the revenues expected to be generated from property taxes and other sources. *Upon annexation and based on the current taxable value of $298,730 and Pahokee tax rate of 6.5419, the subject site will pay the City of Pahokee $1,954.26 in taxes each year. This amount will increase if the value of the property increases, such as with development of the property. In addition, the City will also receive permit revenue from any development of the site. Given the typically low demand for services associated with industrial development, annexation of the land will be a net positive financially in the near term and the long term.*

b. Policy 1.1.13.2 states that annexation proposals shall comply with Policy 1.1.4.4 concerning extension of services to the area to be annexed. *See analysis above.*

c. Policy 1.1.13.3 states that annexation of proposed areas should be considered and planned in light of how they complement and enhance the goals of the City as expressed in the City's Comprehensive Plan. *When evaluating a proposal in comparison to the Comprehensive Plan, it is important to consider compatibility, concurrency, and consistency. Adjacent property to the west currently has an Industrial future land use designation and an Industrial High zoning designation. It is anticipated that the owner of the subject site will be requesting identical designations for his property after annexation. This will be compatible with the adjacent area. Concurrency in the provision of services is discussed above in this analysis. Regarding consistency with the comprehensive plan, the City has an objective to expand the economic base through annexation (Objective 1.1.6 of the Future Land Use Element) and this proposal is consistent with that objective and will also facilitate future annexation of adjacent parcels. The creation of new workplace opportunities through industrial development is also supportive of the City's goals for a stable, economically viable, resident supportive municipality. The creation of new places for jobs in Pahokee will help minimize the need for extensive travel to find work and keep more spending local to the City's economy.*

ORDINANCE 2026-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PURSUANT TO FLORIDA STATUTES CHAPTER 171.044, PROVIDING FOR THE VOLUNTARY ANNEXATION OF A PARCEL OF UNDEVELOPED LAND CONTAINING APPROXIMATELY 19.92 ACRES, LOCATED SOUTHEAST OF STUCKEY ROAD AND EAST OF BAY BOTTOM ROAD, IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 37 EAST; UPON THE PETITION AND WRITTEN CONSENT OF THE OWNER PAHOKEE INVESTMENTS, INC.; FINDING THAT THE PROPERTY IS CONTIGUOUS AND REASONABLY COMPACT TO THE MUNICIPAL BOUNDARIES OF THE CITY AND OTHERWISE ELIGIBLE FOR ANNEXATION; ACKNOWLEDGING THAT AN APPLICATION FOR VOLUNTARY ANNEXATION, A MAP OF THE PROPOSED ANNEXATION AREA, AND A COUNTY ANNEXATION INFORMATION SHEET HAVE BEEN SUBMITTED TO PALM BEACH COUNTY; EXTENDING AND REDEFINING THE CORPORATE LIMITS OF THE CITY TO INCLUDE THE SUBJECT PROPERTY; PROVIDING FOR INTERIM FUTURE LAND USE AND ZONING DESIGNATIONS; PROVIDING FOR REVISION OF THE CITY CHARTER BOUNDARY DESCRIPTION PURSUANT TO SECTION 166.031, FLORIDA STATUTES TO INCORPORATE THE SUBJECT PROPERTY; DIRECTING THE CITY CLERK TO FILE CERTIFIED COPIES OF THIS ORDINANCE WITH ALL APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Pahokee Investments, Inc. is the owner of certain real property in the unincorporated area of Palm Beach County located on NE 28th Street, southeast of Stuckey Road and East of Bay Bottom Road which property is currently vacant; and more particularly described in Exhibit "A"; and

WHEREAS, Pahokee Investments, Inc. has petitioned the City of Pahokee for voluntary annexation of said property into the City of Pahokee; and

WHEREAS, the property meets the statutory criteria as set forth in Florida Statutes, Chapter 171, more specifically, Section 171.044, as being contiguous to the municipal boundaries and the area to be annexed is reasonably compact; and

WHEREAS, the City Commission finds that the petition bears the signatures of all present owners of the property to be annexed, and that the person who signed the petition has the authority on behalf of the owner to sign the petition;

WHEREAS, Palm Beach County has advised that this property is not located in an Unincorporated Protection Area; and

WHEREAS, the City Commission has determined that it is in the best interests of the City to annex said property into the City of Pahokee; and

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

Section 1. The City Commission of the City of Pahokee finds that the petition for voluntary annexation bears the signature of the property owner of the unincorporated parcel of real property, as legally described in the attached Exhibit "A" and is hereby voluntarily annexed into the City of Pahokee, Florida in accordance with Chapter 171, Florida Statutes.

Section 2. The boundary lines of Pahokee, Florida, are hereby redefined to include the real property consisting of approximately 19.92 acres located southeast of Stuckey Road and East of Bay Bottom Road legally described by metes and bounds and mapped as shown in Exhibit "A". Said property is hereby annexed by and declared to be within the corporate limits of the City of Pahokee, Florida.

Section 3. In accordance with Section 171.062(s), Florida Statutes, the annexed property shall retain its existing Palm Beach County Residential High-8 Future Land Use designation and Agricultural Production Zoning designation; until such time as City of Pahokee designations are provided.

Section 4. The above-described real property shall immediately become subject to all of the Franchises, privileges, immunities, debts, obligations, liabilities, ordinances, and laws to which such lands in the City of Pahokee are now or may be subjected to and persons thereon shall be deemed citizens of the citizens of the City of Pahokee.

Section 6. Pursuant to section 166.031, Florida Statutes, the adoption of this Ordinance shall act as an amendment to the charter of the City of Pahokee, Florida, only to the extent that the corporate boundaries of the City of Pahokee shall be expanded to now include and encompass the land area described in Section 1, above.

Section 7. Within seven days after adoption, a certified copy of the Ordinance and map shall be forwarded and filed with the Clerk of the Circuit Court for Palm Beach County, the Chair of the Board of County Commissioners for Palm Beach County, the Property Appraiser of Palm Beach County, and the Secretary of State for the State of Florida, pursuant to section 171.044(3), Florida Statutes.

Section 8. The City Manager is hereby directed to do all things necessary to effectuate this annexation.

Section 9. The provisions of this ordinance are declared to be severable and if any section, sentence, clause or phrase shall for any reason be held to be invalid or unconstitutional, this decision shall not affect the validity of the remising section, sentences, clause or phrases of this ordinance, which shall remain in effect. Any ordinance in conflict with this ordinance is hereby repealed. This Ordinance should become effective immediately upon its passage on second reading or as provided by law.

PASSED ON FIRST READING this 27th day of October 2026.

PASSED AND ADOPTED this 10th day of November 2026.

_____
Keith W. Babb, Jr., Mayor

ATTEST:

_____
Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Moved by: _____

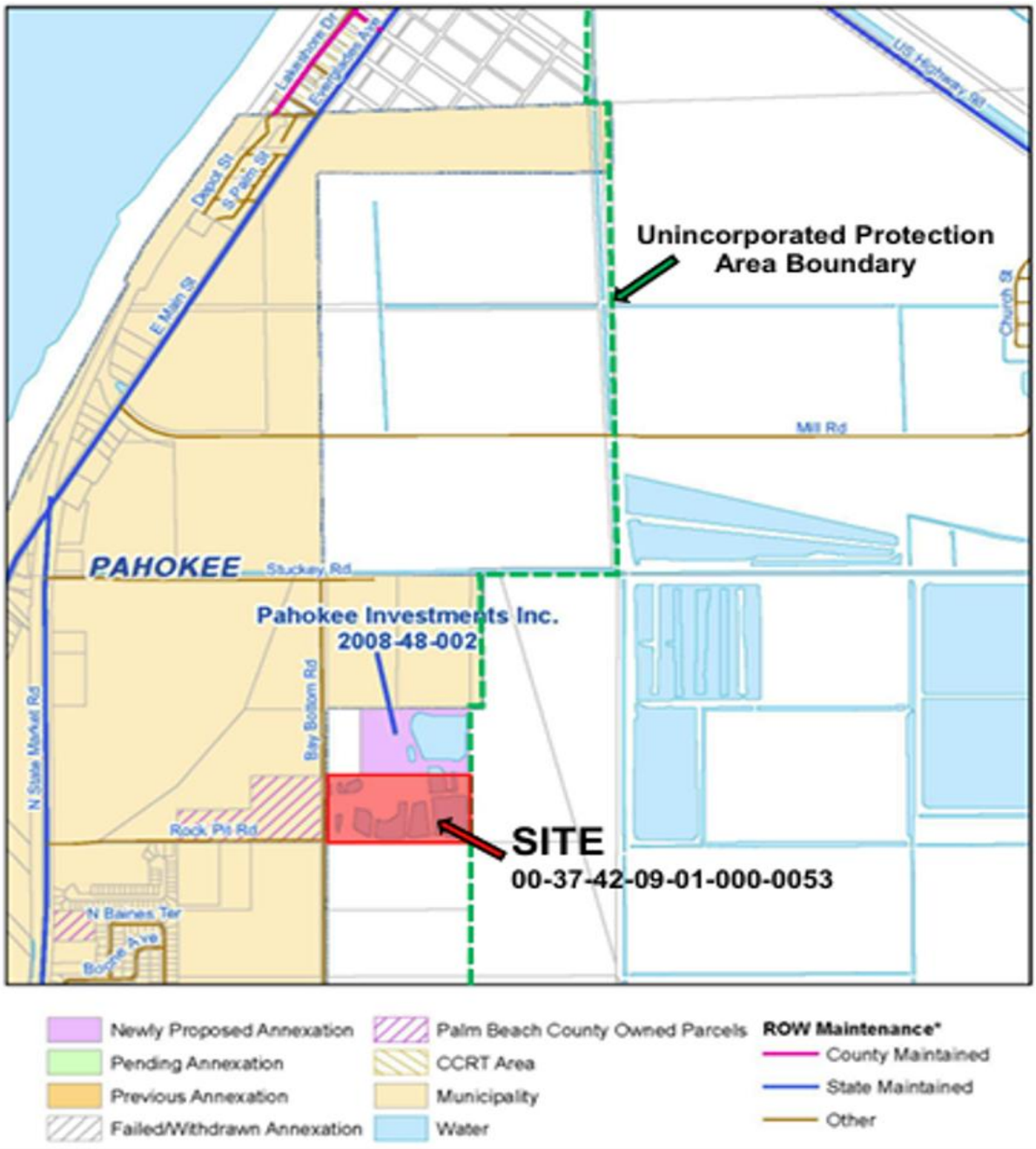
Seconded by: _____

VOTE:	**First Reading**	**Second Reading**
Mayor Babb	Yes	____
Vice Mayor McDonald	Yes	____
Commissioner Cowan-Williams	Yes	____
Commissioner McPherson	Yes	____
Commissioner Scott	Yes	____

EXHIBIT "A"

PCN 00-37-42-09-01-000-0053
LEGAL DESCRIPTION (METES & BOUNDS)

The South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE ¼) of Section 9, Township 42 South, Range 37 East, being the South Half of Lot 5 of Trustees International Improvement Fund Subdivision in Sections 9-10-15-16 & 17, Township 42 South, Range 37 East, a copy of which Plat accompanies deed recorded in Deed Book 821, at page 369, Palm Beach County Public Records.



APPLICATION FOR VOLUNTARY ANNEXATION

Property Owner(s) / Agent*: PAHOKEE INVESTMENTS, INC
* If corporation or other business entity, the name of the officer or person who has delegated authority to represent.

Address (Property Location): NE 28TH ST, PAHOKEE, FL 33476

Address (Correspondence)*: 691 E MAIN ST
* Which all agendas, letters, and other materials will be mailed
PAHOKEE, FL 33476

Additional Copy to: PBC BUILDING, PLANNING & ZONING

Existing Use: 9900 – NON AG Zoning (if known): AP-AGRICULTURAL PROD

Property Tax # (parcel control number): 00-37-42-09-01-000-0053

Legal Description (may attach separate sheet): TIIF SUB OF PELICAN LAKE BOTTOMS S 1/2 OF LOT 5

OWNER'S AUTHORIZATION

Under provisions for voluntary annexation, Florida Statutes 171.044, requires that the petition for annexation must bear the signature of owner/owners. The authority authorizing a person other than the owner to sign the petition must be attached and accompany this petition. (refer to attached affidavit)

Owner: Emilio Perez
Printed — Signature

Owner:
Printed — Signature

Applicant : Emilio Perez
Printed — Signature

691 E Main St
Street Address
Pahokee, FL 33476
City, State, Zip Code

(561) 924-9250
Telephone #
( )
Fax #

Street Address
City, State, Zip Code

( )
Telephone #
( )
Fax #

October 13, 2026

Planning, Zoning & Building Department

2300 North Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Compliance 233-5500
Contractor Regulations 233-5525
Administration Office 233-5005
Finance 233-5026
Executive Office 233-5228
www.pbc.gov/pzb

Palm Beach County Board of County Commissioners

Sara Baxter, Mayor

Marci Woodward, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

Nohemi Polanco
Building, Planning, & Zoning Manager
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

RE: Proposed Annexation Paholee Investments Inc. NE 28th Street, 2026-48-001

Dear Ms. Polanco,

Thank you for providing the County advance notice and the opportunity to review the proposed annexation summarized below.

Name/Annex ID	Description
Pahokee Investments Inc. NE 28th Street 2026-48-001	**Acres:** 19.92 **Location:** Northeast corner of Rock Pit Rd & Bay Bottom Rd **1st Reading:** Not Determined **2nd Reading:** Not Determined

The proposed annexation was processed through the County's Annexation Review Process. County staff and service delivery agencies reviewed the proposed annexation. After the departmental review, County staff has not identified any inconsistencies with Chapter 171, Florida Statutes.

The County remains committed to our efforts to work cooperatively with municipalities toward annexation. If you have any questions or comments, please contact me at 561-233-5332 or Khurshid Mohyuddin, Principal Planner, at 561-233-5351.

Sincerely,

Jeffrey W. Gagnon, AICP
Interim Planning Director

cc: The Honorable Sara Baxter, Mayor, District 6 Commissioner
Patrick W. Rutter, Chief Deputy County Administrator
Whitney Carroll, Esq., AICP, Executive Director, PZ&B
Cindy Hoskin, JD, Deputy Director, PZ&B
Darren Leiser, Esq., Assistant County Attorney
Khurshid Mohyuddin, AICP, Principal Planner, PBC

"An Equal Opportunity Employer"

t:\planning\intergovernmental\annexations\2026 fiscal year\letters\pah - pahokee investments inc ne 28th street.docx

printed on sustainable and recycled paper

NOTICE OF PUBLIC HEARING FOR VOLUNTARY ANNEXATION CITY OF PAHOKEE, FLORIDA

The City Commission of the City of Pahokee, Palm Beach County, Florida, has received a voluntary annexation application, and therefore proposes considering the following ordinance in accordance with Section 171.044, Florida Statutes:

ORDINANCE 2026-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PURSUANT TO FLORIDA STATUTES CHAPTER 171.044, PROVIDING FOR THE VOLUNTARY ANNEXATION OF A PARCEL OF UNDEVELOPED LAND CONTAINING APPROXIMATELY 19.92 ACRES, LOCATED SOUTHEAST OF STUCKEY ROAD AND EAST OF BAY BOTTOM ROAD, IN SECTION 9, TOWNSHIP 42 SOUTH, RANGE 37 EAST; UPON THE PETITION AND WRITTEN CONSENT OF THE OWNER PAHOKEE INVESTMENTS, INC.; FINDING THAT THE PROPERTY IS CONTIGUOUS AND REASONABLY COMPACT TO THE MUNICIPAL BOUNDARIES OF THE CITY AND OTHERWISE ELIGIBLE FOR ANNEXATION; ACKNOWLEDGING THAT AN APPLICATION FOR VOLUNTARY ANNEXATION, A MAP OF THE PROPOSED ANNEXATION AREA, AND A COUNTY ANNEXATION INFORMATION SHEET HAVE BEEN SUBMITTED TO PALM BEACH COUNTY; EXTENDING AND REDEFINING THE CORPORATE LIMITS OF THE CITY TO INCLUDE THE SUBJECT PROPERTY; PROVIDING FOR INTERIM FUTURE LAND USE AND ZONING DESIGNATIONS; PROVIDING FOR REVISION OF THE CITY CHARTER BOUNDARY DESCRIPTION PURSUANT TO SECTION 166.031, FLORIDA STATUTES TO INCORPORATE THE SUBJECT PROPERTY; DIRECTING THE CITY CLERK TO FILE CERTIFIED COPIES OF THIS ORDINANCE WITH ALL APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

The Ordinance will be considered for Public Hearing and Final Reading during the regular meeting of the Pahokee City Commission to be held at the Commission Chambers, 360 E Main St., Pahokee, Palm Beach County, Florida, at 6:00 pm on November 10, 2026.

SHOULD ANY INTERESTED PARTY SEEK TO APPEAL ANY DECISION MADE WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETINGS OR HEARINGS, 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 AMERICAN WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT (561) 924-5534 AT LEAST 72 HOURS PRIOR TO THE PROCEEDING. IF HEARING IMPAIRED, CONTACT FLORIDA RELAY AT 800-955-8771 (TDD) OR 800-955-8770 (VOICE), FOR ASSISTANCE. (REFERENCE: FLORIDA STATUTES 286.26)

PUBLISH: THE PALM BEACH POST (October 23, 2026 & October 30, 2026)

AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

FROM: Office of the City Clerk

SUBJECT: 2026 Christmas Parade

DATE: November 10, 2026

GENERAL SUMMARY/BACKGROUND:
The City of Pahokee desires to hold its Annual Christmas Parade on December 14, 2026. In order to do so, the City Commission must formally approve the parade and authorize an application to be completed with the Florida Department of Transportation.

BUDGET IMPACT:
Pursuant to FDOT requirements, law enforcement must be secured to provide traffic control. PBSO has waived the related service fees for this event; accordingly, no expenses are anticipated as part of this item's approval.

LEGAL NOTE:
This item has been reviewed for legal sufficiency. Any additional legal advice will be deferred to the City Attorney as necessary.

STAFF RECOMMENDATION:
Staff recommends approval of the item.

ATTACHMENTS:
Resolution 2026-74

RESOLUTION NO. 2026-74

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.

WHEREAS, the City of Pahokee desires to hold its 2026 Christmas Parade on December 14, 2026 at 6:00 PM; and

WHEREAS, in order for the Christmas Parade to be held, a permit from the Florida Department of Transportation ("FDOT") is required to close state roads; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to approve a Christmas parade and further desires to authorize an application to be completed with the Florida Department of Transportation; and

WHEREAS, in order to secure a permit, the Florida Department of Transportation requires a formal Resolution from the City Commission showing approval of the desired Christmas Parade.

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

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

Section 2. Approval of Parade. The City Commission hereby approves Annual Christmas Parade to be held by the City of Pahokee on December 14, 2026 at 6:00 PM.

Section 3. Authorization of Permit Application. The City Commission hereby authorizes the application of a permit to be applied for from the Florida Department of Transportation for the Annual Christmas Parade. The Mayor, City Manager, and City Clerk are further authorized to take all necessary and expedient actions 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 10th day of November, 2026.

_____
Keith W. Babb, Jr., Mayor

ATTEST:

_____
Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

FROM: Office of the City Clerk

SUBJECT: 2027 MLK Parade

DATE: November 10, 2026

GENERAL SUMMARY/BACKGROUND:
The City of Pahokee desires to hold its Annual MLK Parade on January 16, 2027. In order to do so, the City Commission must formally approve the parade and authorize an application to be completed with the Florida Department of Transportation.

BUDGET IMPACT:
Pursuant to FDOT requirements, law enforcement must be secured to provide traffic control. PBSO has waived the related service fees for this event; accordingly, no expenses are anticipated as part of this item's approval.

LEGAL NOTE:
This item has been reviewed for legal sufficiency. Any additional legal advice will be deferred to the City Attorney as necessary.

STAFF RECOMMENDATION:
Staff recommends approval of the item.

ATTACHMENTS:
Resolution 2026-75

RESOLUTION NO. 2026-75

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

WHEREAS, the City of Pahokee desires to hold its 2027 MLK Parade on January 16, 2027 from 7:00 AM to 12:00 PM; and

WHEREAS, in order for the MLK Parade to be held, a permit from the Florida Department of Transportation ("FDOT") is required to close state roads; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to approve an MLK parade and further desires to authorize an application to be completed with the Florida Department of Transportation; and

WHEREAS, in order to secure a permit, the Florida Department of Transportation requires a formal Resolution for the desired MLK Parade.

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

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

Section 2. Approval of Parade. The City Commission hereby approves the Annual MLK Parade to be held by the City of Pahokee on January 16, 2027 from 7:00 AM to 12:00 PM.

Section 3. Authorization of Permit Application. The City Commission further authorizes application of an MLK Parade permit from the Florida Department of Transportation. The Mayor, City Manager, and City Clerk are authorized to take all necessary and expedient actions 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 10th day of November 2026.

_____
Keith W. Babb, Jr., Mayor

ATTEST:

_____
Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

AGENDA

MEMORANDUM

TO: Honorable Mayor & City Commissioners

FROM: Offices of the City Manager and the City Clerk

SUBJECT: Ratifying Use of Facility Agreement (UFA) for Government Entities between Palm Beach County and the City of Pahokee

DATE: October 13, 2026 Meeting; Updated for November 10, 2026 Meeting

---

GENERAL SUMMARY/BACKGROUND:
Palm Beach County, through its Division of Senior and Veteran Services, entered into a Use of Facility Agreement for Government Entities with the City of Pahokee concerning the use of space at the City's Pahokee Marina for the operation of a congregate meal site.

The Agreement was previously executed on behalf of the City by former City management and was not previously presented to the City Commission for consideration. Accordingly, the Agreement is being presented to the City Commission for consideration of ratification and confirmation of the prior execution by former City management and authorization for the City Clerk to accept and maintain the Agreement as part of the City's official records.

BUDGET IMPACT:
The Agreement does not provide for payment to the City for use of the facility. The City will be responsible for the obligations assigned to it under the Agreement. Any expenditures associated with such obligations are subject to the City's adopted budget and applicable City policies and procedures.

LEGAL NOTE:
This item has been reviewed for legal sufficiency. Any additional legal advice will be deferred to the City Attorney as necessary.

STAFF RECOMMENDATION:
Staff recommends approval of the item.

ATTACHMENTS:
Resolution 2026-76

RESOLUTION NO. 2026-76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING EXECUTION OF A USE OF FACILITY AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY RELATING TO THE OPERATION OF A CONGREGATE MEAL SITE AT THE PAHOKEE MARINA; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida (the "City"), is a municipal corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the City of Pahokee and Palm Beach County, through its Division of Senior and Veteran Services, entered into a Use of Facility Agreement for the use of space at the City of Pahokee Marina for the operation of a congregate meal site (the "Agreement"); and

WHEREAS, the City Commission desires to ratify and confirm the prior execution of the Agreement by former Interim City Manager, Tammy Bussey, as if previously approved by the City Commission; and

WHEREAS, the City Commission finds that ratification, confirmation, and approval of the Agreement is in the best interest of the City.

NOW, THEREFORE, BE 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. Ratification and Confirmation. The City Commission of the City of Pahokee hereby ratifies and confirms the prior execution of the Use of Facility Agreement for the provision of a congregate meal site. The *Use of Facility Agreement for Government Entities* was entered into between Palm Beach County and the City of Pahokee for a five-year term with an effective date of April 21, 2026, and is attached hereto as Exhibit "A."

Section 3. Implementation. The appropriate City officials are authorized to take such actions as may be necessary to implement this Resolution and the City Commission's action concerning the Agreement.

Section 7. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 10th day of November 2026.

_____
Keith W. Babb, Jr., Mayor

ATTEST:

_____
Nylene Clarke, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Moved by: _____

Seconded by: _____

VOTE:

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

EXHIBIT "A"

USE OF FACILITY AGREEMENT (UFA) FOR GOVERNMENT ENTITIES BETWEEN PALM BEACH COUNTY THE CITY OF PAHOKEE

(ATTACHED)

Agenda Iter

MS/MW 5-0
BP-Absent
MGM-Absent
R2026-0460 AND
R2026-0461

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 21, 2026 [X] Consent [ ] Regular
[ ] Ordinance [ ] Public Hearing

Department Submitted by: Community Services
Submitted for: Division of Senior and Veteran Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a Use of Facility Agreement (UFA) for Government Entities with the City of Pahokee, at no cost to Palm Beach County (County), for the five (5) year period of April 21, 2026 through April 21, 2031, to provide a congregate meal site for seniors at the Pahokee Wellness Center; and

B) a UFA for Government Entities with the City of South Bay, at no cost to the County, for the five (5) year period of April 21, 2026 through April 21, 2031, to provide a congregate meal site for seniors at Tanner Park.

Summary: The Division of Senior and Veteran Services (DSVS) receives federal funds from the Older Americans Act (OAA) to provide congregate meal sites. The above-referenced agreements enable DSVS to operate a congregate meal site at no cost for the space and energy usage. The City of Pahokee and the City of South Bay will recruit volunteers to operate the congregate meal sites. DSVS will provide training for the volunteers. Meals and necessary food-related services and supplies are furnished by the County through its designated food service vendor, subject to the availability of funds. The City of Pahokee will serve approximately 15 seniors with approximately 1,837 lunch meals annually. The estimated total cost of the meals is $10,434 and is funded under OAA in the amount of $9,391 (90%) and $1,043 (10%) in County match, which is included in the current budget. The City of South Bay will serve approximately 45 seniors with approximately 3,290 lunch meals annually. The estimated total cost of the meals is $18,687 and is funded under OAA in the amount of $16,818 (90%) and $1,869 (10%) in County match, which is included in the current budget. DSVS is responsible for providing services north of Hypoluxo Road. The areas of service exclude portions of Districts 2, 4, 5, and 7 south of Hypoluxo Road. The Volen Center, Inc. is responsible for providing services in the excluded areas. **No additional County match is required.** (Division of Senior and Veteran Services) Countywide except for portions of Districts 2, 4, 5, and 7 south of Hypoluxo Rd. (JBR)

Background and Justification: In accordance with the OAA, the DSVS operates congregate meal sites to provide nutritious meals to low-income, socially isolated seniors, to improve their quality of life and productivity.

Attachments:
1. Use of Facility Agreement with the City of Pahokee
2. Use of Facility Agreement with the City of South Bay

Recommended by: James R. Green 3/24/26
Department Director — Date

Approved by: Tammy K. Fields 3/31/26
Deputy County Administrator — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2029	2029	2030
Capital Expenditures					
Operating Costs	12,943	29,121	29,121	29,121	29,121
External Revenue	(11,648)	(26,209)	(26,209)	(26,209	(26,209)
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	1,295	2,912	2,912	2,912	2,912
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No ____
Does this item include the use of federal funds? Yes X No ____
Does this item include the use of state funds? Yes ____ No X

Budget Account No.:
Fund 1006 **Dept.**144 **Unit** 1458 **Object** 3419 **Program Code** Var **Program Period** Var

B. Recommended Sources of Funds/Summary of Fiscal Impact:
No fiscal impact for use of the facility. Pending meal costs below:

Source	Program	Total Budget		Duration	Target Demographics	Total Cost & Hours per:	Type of Services	Annual Cost
OAA	Congregate Meal Sites:	$26,209		5 years	Approximately 60 Seniors	$5.68 per meal	5,127 lunch meals	$29,121
		Match (10%)	$2,912					
		State	0					
		Program Income	0					
		Addnl. County Funds	0					
		Total	$29,121					

C1

Federal Funds (90%)	$116,484
County Match (10%)	$ 12,943
Total	$129,427

C. Departmental Fiscal Review: _____
Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

3/26/2026
OFMB
OA 3/25
RLW 3-26

3/26/26
Contract Development and Control 29 3.20.26

B. Legal Sufficiency:

3/30/26
Assistant County Attorney

C. Other Department Review:

_____
Department Director

This summary is not to be used as a basis for payment.

R2026 0460 APR 21 2026

USE OF FACILITY AGREEMENT FOR GOVERNMENT ENTITIES

This Agreement is made as of the 21st day of April, 2026 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **The City of Pahokee,** a body of local government authorized to do business in the State of Florida, whose Federal Tax I.D. Number is **59-6000400**, hereinafter referred to as the MUNICIPALITY.

WHEREAS, section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the COUNTY, through its Division of Senior & Veteran Services, administers congregate meal programs funded in part by the Older Americans Act (OAA) and related state and federal resources to provide nutritional services and supportive programming to eligible seniors within Palm Beach County; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY by providing space at the Pahokee Marina facility located at 190 N. Lake Avenue, Pahokee, Florida 33476, for the operation of a congregate dining site to serve eligible seniors within its community, in furtherance of the public health, safety, and welfare of its residents.

NOW THEREFORE, in consideration of the mutual promises contained herein, both the COUNTY and the MUNICIPALITY agree to the following:

ARTICLE 1 – SERVICES

The MUNICIPALITY'S responsibility under this Agreement is to provide, at no charge, adequate space within the facility located at Pahokee Marina, 190 N Lake Ave., Pahokee, FL 33476, for a congregate dining site and to provide meal site staff, as more specifically set forth in **EXHIBIT A - SCOPE OF WORK**, excluding County holidays as detailed in **EXHIBIT B – COUNTY HOLIDAY SCHEDULE**.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Lani Irizarry, Operations Supervisor, PBC Division of Senior &Veteran Services; telephone no. (561) 355-3055.

The MUNICIPALITY'S representative/liaison during the performance of this Agreement shall be Gregory Williams, Parks and Recreation Director, City of Pahokee; telephone no. (561) 924-2972.

ARTICLE 2 – EFFECTIVE DATE, TERM AND SCHEDULE

This Agreement shall be effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners. The term of this Agreement shall be for a period of five (5) years, commencing on the effective date, and terminating on April 21, 2031 (Initial Term), and

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shall be automatically renewed annually thereafter (Renewal Term) unless terminated as provided for herein or unless either party elects to not renew this Agreement upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term. Each Renewal Term shall be upon the same terms and conditions set forth herein.

In the event either party elects not to renew this Agreement at the end of the Initial Term or any subsequent Renewal Term, this Agreement shall terminate at the end of the Initial Term or subsequent Renewal Term and MUNICIPALITY shall have no further rights hereunder.

ARTICLE 3 – USE OF FACILITY

The MUNICIPALITY will allow the COUNTY to utilize the facility identified in Article I without the need for any payment by the COUNTY to the MUNICIPALITY.

ARTICLE 4 – TERMINATION

This Agreement may be terminated by the MUNICIPALITY, with or without cause, upon thirty (30) days prior written notice to the COUNTY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the MUNICIPALITY or without cause upon ten (10) business days written notice to the MUNICIPALITY. Unless the MUNICIPALITY is in breach of this Agreement, the MUNICIPALITY shall be paid for services rendered (if applicable) to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice by either party, except as otherwise directed by the party delivering the notice in writing the:

COUNTY shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work or use of the facility.

C. Remove all COUNTY equipment from the facility; restore the facility to its original condition, reasonable wear and tear excepted and vacate the facility on or before the last day of the above notice period.

MUNICIPALITY shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

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ARTICLE 5 – PERSONNEL

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

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

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

All of the MUNICIPALITY'S personnel (including subcontractors and staff/volunteers), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 – INSURANCE

To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, each party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law. To the extent MUNICIPALITY is not self-insured, the following shall apply:

A. MUNICIPALITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. MUNICIPALITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by MUNICIPALITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MUNICIPALITY under the Agreement.

B. **Commercial General Liability** MUNICIPALITY shall maintain Commercial General Liability at a limit of liability not less than **$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. MUNICIPALITY shall provide this coverage on a primary basis.

C. **Worker's Compensation Insurance & Employers Liability** MUNICIPALITY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. MUNICIPALITY shall provide this coverage on a primary basis.

D. **Waiver of Subrogation** MUNICIPALITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then MUNICIPALITY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver

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of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should MUNICIPALITY enter into such an agreement on a pre-loss basis.

E. **Certificate(s) of Insurance** Prior to execution of this Agreement, MUNICIPALITY shall deliver to the COUNTY'S representative as identified in Article 1, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten **(10)** day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

PALM BEACH COUNTY
c/o: Community Services Department
Division of Senior & Veteran Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

F. **Umbrella or Excess Liability** If necessary, MUNICIPALITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

G. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 7 – INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, MUNICIPALITY shall indemnify, defend and hold harmless the COUNTY and its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of the negligence of MUNICIPALITY in connection with this Agreement..

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

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ARTICLE 8 – SUCCESSORS AND ASSIGNS

The COUNTY and the MUNICIPALITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the MUNICIPALITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 9 – REMEDIES

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

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

ARTICLE 10 – CONFLICT OF INTEREST

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

The parties shall promptly notify the other party's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance, which may influence or appear to influence the Party's judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the party may undertake and request an opinion of the Palm Beach County Commission on Ethics (Commission) as to whether the association, interest or circumstance would, in the opinion of the Commission, constitute a conflict of interest if entered into by that party. . If, in the opinion of the Commission, the prospective business association, interest or circumstance would not constitute a conflict of interest, the party shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided under the terms of this Agreement.

ARTICLE 11 – EXCUSABLE DELAYS

The MUNICIPALITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

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Upon the MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 12 – ARREARS

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

ARTICLE 13 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The MUNICIPALITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

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

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

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

ARTICLE 14 – INDEPENDENT AGREEMENT OR RELATIONSHIP

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

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

ARTICLE 15 – CONTINGENT FEES

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY 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 MUNICIPALITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 – ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY 'S place of business.

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

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

ARTICLE 17 – NONDISCRIMINATION

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

As a condition of entering into this Agreement, the MUNICIPALITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the MUNICIPALITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the MUNICIPALITY retaliate against any person for reporting instances of such discrimination. The MUNICIPALITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities,

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provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The MUNICIPALITY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. MUNICIPALITY shall include this language in its subcontracts.

ARTICLE 18 – AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 19 – SEVERABILITY

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

ARTICLE 20 – PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 21 – MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the MUNICIPALITY of the COUNTY'S notification of a contemplated change, the MUNICIPALITY shall, in writing and advise the COUNTY if the contemplated change shall affect the MUNICIPALITY'S ability to meet the completion dates or schedules of this Agreement.

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

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

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ARTICLE 22 – NOTICE

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

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

Lani Irizarry, Operations Supervisor
Palm Beach County Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

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

Tammy Bussey, Interim City Manager
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

ARTICLE 23 – ENTIRETY OF AGREEMENT

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

ARTICLE 24 – CRIMINAL HISTORY RECORDS CHECK

The MUNICIPALITY and its employees, subcontractors of the MUNICIPALITY and employees of the subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R2003-1274, as amended. The MUNICIPALITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the MUNICIPALITY acknowledges that services include any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

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This Agreement may include sites and/or buildings, which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the MUNICIPALITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The MUNICIPALITY shall make every effort to collect the badges of its employees and its subcontractor's employees upon conclusion of the agreement and return them to the COUNTY. If the MUNICIPALITY or its subcontractor(s) terminates an employee who has been issued a badge, the MUNICIPALITY must notify the COUNTY within two (2) hours. At the time of termination, the MUNICIPALITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the MUNICIPALITY if the MUNICIPALITY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated MUNICIPALITY employee or subcontracted employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 25 – REGULATIONS; LICENSING REQUIREMENTS

The MUNICIPALITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. MUNICIPALITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 26 – SCRUTINIZED COMPANIES

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

B. **When agreement value is greater than $1 million:** As provided in section287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473 Florida Statutes, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if MUNICIPALITY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

   If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by MUNICIPALITY, this Agreement may be terminated

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and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of agreement renewal, if applicable.

ARTICLE 27 – PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The MUNICIPALITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the MUNICIPALITY does not transfer the records to the public agency.

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

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

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO

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PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 28 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 29 - E-VERIFY - EMPLOYMENT ELIGIBILITY

MUNICIPALITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, MUNICIPALITY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the MUNICIPALITY's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

COUNTY shall terminate this Agreement if it has a good faith belief that MUNICIPALITY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that MUNICIPALITY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify MUNICIPALITY to terminate its contract with the subcontractor and MUNICIPALITY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, MUNICIPALITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, MUNICIPALITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 30 - COUNTERPARTS

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

ARTICLE 31 ENTIRETY OF CONTRACTUAL AGREEMENT

The MUNICIPALITY agrees that the scope of work has been developed from the MUNICIPALITY'S service proposal and that the COUNTY expects performance by the MUNICIPALITY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

Michael A. Caruso
CLERK AND COMPTROLLER

By: _____
Clerk

COUNTY:

R2026 0460 APR 2 1 2026

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Sara Baxter, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: Signed by: James E Green
F84BD58B0CEE433...
Community Services Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Signed by: Jessica Bober Rosenthal
A2EF4B6BAAF5427...
Assistant County Attorney

MUNICIPALITY:

By: Signed by: Tammy Bussey
56DD03E241224F3...
Signature

Tammy Bussey
Print Name

Int. City Manager
Title

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EXHIBIT "A"

SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES

The COUNTY operates congregate meal sites for qualifying seniors in locations north of Hypoluxo Road to the Martin County line. These sites are located in residences for the elderly, community centers, and senior centers. Owners of these facilities donate space to the COUNTY and no charge is required to reimburse the owners for use of these facilities.

The MUNICPALITY shall provide space for a congregate dining site located at Pahokee Marina, 190 N Lake Ave., Pahokee, FL 33476 on the following days of the week: Monday through Friday, excluding County holidays as detailed in Exhibit "B".

There shall be no cooking of food by the COUNTY at the aforementioned meal site.

Both the MUNICIPALITY and the COUNTY shall acknowledge that the meals provided by the Palm Beach County Board of County Commissioners for this program are funded through the OAA (Older Americans Act) and sponsored by the State of Florida Department of Elder Affairs (DOEA) and Area Agency on Aging of the Palm Beaches and Treasure Coast (AAA) when marketing and/or publicizing the meal site.

I. The following provisions shall be rendered by the MUNICIPALITY:

A. A meal site space, which includes appropriate quality dining tables and chairs in ample quantity.

B. Bathrooms close to dining room that shall be handicapped accessible.

C. Telephone for County employee to utilize when necessary.

D. A kitchen/ kitchenette space that includes:

1) A sink with cold running water and hot running water capable of being maintained at a temperature of 100 degrees.
2) A refrigerator capable of maintaining required cold food temperatures.
3) Lockable storage space in or in close proximity to the kitchen of adequate size for all program supplies needed.
4) The proper electrical requirements for any hot-holding equipment the COUNTY provides.

E. The MUNICIPALITY shall be responsible for timely maintenance and repairs necessary for the proper functioning of dining room and kitchen equipment provided.

F. The MUNICIPALITY will be responsible for all client meal reservations, including phone reservations and walk-in clients, in accordance with program requirements.

G. The MUNICIPALITY shall be responsible to communicate a daily meal order to the Nutrition Program Office every business day by 2PM for the following business day's meal.

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EXHIBIT "A"

SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES (cont'd)

II. The following provisions shall be rendered by the MUNICIPALITY (cont'd):

H. The MUNICIPALITY shall be responsible for recruitment, assignment and attendance of staff/volunteers to conduct day-to-day operations of the meal site. The COUNTY may be able to provide meal service support on a limited, temporary capacity only for absent site workers. The COUNTY requires a guaranteed number of staff present at each meal service in relative proportion to the number of meal recipient reservations. The COUNTY reserves the right to excuse from service to the Congregate Meal Program any staff that cannot reasonably complete duties as trained or create a hostile environment for others. **Failure to supply an adequate number of staff will place continuation of the congregate meal program at risk.**

I. The MUNICIPALITY shall assure a minimum of fifteen (15) program participants attending meal service. This number is required for continuance of the meal program. **Continuance of average daily attendee headcounts below 15 may require the cancellation of the congregate meal program at MUNICIPALITY.**

J. The MUNICIPALITY is responsible for the acquisition and scheduling of staff and/or volunteers to conduct Nutrition Assessments with program participants as needed. The Nutrition Assessment is a set of questions completed with an applicant prior to their joining the Congregate Meal Program and then again annually during the participant's anniversary month. Meal site personnel completing Nutrition Assessments must have completed DOSS training and passed the necessary background screening contained in section 430.0402 and Chapter 435 of the Florida Statutes. If the individual completing Nutrition Assessments is a MUNICIPALITY staff member, the MUNICIPALITY is responsible for the arrangement of and fees associated with the necessary background check prior to the start of such work. If the individual completing Nutrition Assessments is a true volunteer, the COUNTY shall be responsible for the arrangement of and fees associated with the necessary background check.

K. The MUNICIPALITY shall be responsible for providing each of the following for their MUNICIPALITY staff members conducting Nutrition Assessments at the congregate meal site: 1) A Background Screening Affidavit of Compliance (ATTACHMENT A), and 2) Level II Background Screening results and updates as applicable.

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EXHIBIT "A"

SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES (cont'd)

I. The following provisions shall be rendered by the COUNTY:

A. The COUNTY shall provide a steam table or comparable equipment to maintain proper temperatures of hot food.

B. All food and necessary food service related supplies, including food containers, utensils and paper products shall be furnished by the COUNTY or through its designated food service vendor, subject to the availability of funds.

C. Any property and/or fixtures installed or stored at the site by the COUNTY shall remain the property of the COUNTY and may be removed at the COUNTY's discretion.

D. The COUNTY shall be responsible for providing training to the staff/volunteers who will be completing Nutrition Assessments. Staff/volunteers conducting Nutrition Assessments must meet the background screening requirements contained in section 430.0402 and Chapter 435, Florida Statutes, and must complete the required training provided by the COUNTY.

E. The COUNTY shall provide training to staff and volunteers recruited to work at the meal site in topics to include but not limited to; site management, food sanitation and safety, food portioning, fire safety, and required paperwork requirements. Staff and volunteers shall be trained prior to assuming meal site assignments as well as once every calendar year. Required paperwork includes but is not limited to the taking and documentation of food temperatures at delivery and service time, the recording of site refrigerator internal temperatures and completion of a daily attendance signature roster.

F. The COUNTY shall monitor the meal site periodically in regards to compliance with Older American's Act (OAA) grant standards, and conduct client satisfaction surveys at a minimum of once annually.

G. The COUNTY shall provide Nutrition Education materials, planned by the COUNTY's registered dietitian, at least once monthly. Nutrition Counseling conducted by a registered dietitian, will be offered to high-risk clients as determined by a nutrition assessment.

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EXHIBIT "A"

SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES (cont'd)

I. The following provisions shall be rendered by the COUNTY (cont'd):

H. The COUNTY will provide a closed slotted locked box for the collection of voluntary contributions to the cost of the congregate meal program. The COUNTY shall retain sole possession of the key to the contribution box. The COUNTY shall remove the contributions collected in the presence of a volunteer and/or MUNICIPALITY employee. Contributions collected shall be documented on a weekly basis on the Congregate Weekly Contribution Receipt form in ink with the date and amount of funds collected and signed by the COUNTY site manager and volunteer and/or MUNICIPALITY employee. A copy of the completed Congregate Weekly Contribution Receipt form is kept by the MUNICIPALITY'S designated employee. The Contribution box shall be locked until a COUNTY employee collects contributions.

Remainder of the page intentionally left blank.

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EXHIBIT "B"

COUNTY HOLIDAY SCHEDULE:

- New Year's Day
- Martin Luther King, Jr. Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth
- Independence Day
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veteran's Day
- Thanksgiving Day
- Floating Holiday (Day after Thanksgiving)
- Floating Holiday (Day before or after Christmas)
- Christmas Day

CITY OF PAHOKEE
FLORIDA

207 Begonia Drive
Pahokee, Florida 33476
Phone: (561) 924-5534
Fax: (561) 924-8140
www.cityofpahokee.com

CITY COMMISSIONERS:
Mayor Keith W. Babb, Jr.
Vice Mayor Sanquetta Cowan-Williams
Commissioner Isabelle J. McDonald
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

CHARTER OFFICERS:
Tammy Bussey, Interim City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, City Attorney

To whom it may concern,

I give Tammy Bussey authorization to sign all documents & Agreements that's pertaining to our seniors' program.

If there's any concerns, please contact me.

Director of Parks & Rec
Gregory Williams

CERTIFICATE OF COVERAGE ISSUED ON: 3/13/2026

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK FL1 0502018 25-03 COVERAGE PERIOD: 10/1/2025 TO 10/1/2026 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Palm Beach County c/o: Community Services Department Division Senior & Veteran Services
810 Datura Street
Suite 300
West Palm Beach, Florida 33401

Designated Member
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476

LIABILITY COVERAGE

X **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury:**
Limit: $2,000,000 $0 Deductible

X **Employee Benefits Liability**
Limit: $2,000,000 $0 Deductible

X **Employment Practices Liability**
Limit: $2,000,000 $0 Deductible

X **Public Officials Liability**
Limit: $2,000,000 0 Deductible

Law Enforcement Liability
Limit: Deductible

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER:

Self Insured Workers' Compensation

Statutory Workers' Compensation

Employers Liability
Each Accident
By Disease
Aggregate Disease

PROPERTY COVERAGE

X **Buildings & Personal Property**
Limit: Per Schedule on file with Trust $5,000 Deductible
Note: See coverage agreement for wind, flood, and other deductibles.

Inland Marine – Rented, Borrowed and Leased Equipment
Limit: $0 TIV See Schedule for Deductible

X **Inland Marine – All other**
Limit: $526,000 TIV See Schedule for Deductible

CRIME COVERAGE

X **Employee Dishonesty**
Limit: $500,000 $1,000 Deductible

X **Forgery or Alteration**
Limit: $500,000 $1,000 Deductible

X **Theft Disappearance & Destruction**
Limit: $500,000 $1,000 Deductible

X **Computer Fraud**
Limit: $500,000 $1,000 Deductible

AUTOMOBILE COVERAGE

X **Automobile Liability**
Limit: $2,000,000 $0 Deductible
X All Owned
X Specifically Described Autos
X Hired Autos
X Non-Owned Autos

X **Automobile Physical Damage**
X Comprehensive See Schedule for Deductible
X Collision See Schedule for Deductible
X Hired Auto with limit of $35,000

Garage Keepers
Liability Limit
Liability Deductible
Comprehensive Deductible
Collision Deductible

NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special items-(*This section completed by member's agent, who bears complete responsibility and liability for its accuracy)*:

Certificate of Insurance issued as proof of coverage.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-8455

Producer
Risk Management Associates, Inc.
300 North Beach Street
Daytona Beach, Florida, 32114

CANCELLATIONS
SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

Margaret E Brown

AUTHORIZED REPRESENTATIVE

PGIT-CERT (1/19) *PRINT FORM*

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

3/13/2026

Palm Beach County c/o: Community Services Department Division Senior & Veteran Services
810 Datura Street
Suite 300
West Palm Beach, Florida 33401

Re: Coverage Agreement - PK FL1 0502018 25-03

City of Pahokee

Effective Date: 10/1/2025 to 10/1/2026

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.

Administered by PUBLIC RISK UNDERWRITERS
P.O. Box 958455 ◆Lake Mary, FL 32795-8455 ◆Phone: 321-832-1450 ◆Fax: 321-832-1489