

CITY OF PAHOKEE



AGENDA

City Commission Regular Meeting
Tuesday, October 25, 2022, at 6:00 PM

Pahokee Commission Chambers
360 East Main Street
Pahokee, Florida 33476

CITY COMMISSION:

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

CITY STAFF:

Rodney D. Lucas, City Manager
Jongelene Adams, Deputy City Manager
Tijauna Warner, City Clerk
Burnadette Norris-Weeks, Esq., City Attorney
Vacant, Finance/Human Resources Director

[TENTATIVE: SUBJECT TO REVISION]

AGENDA

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:**
- E. PUBLIC COMMENTS / PUBLIC SERVICE ANNOUNCEMENTS / PRESENTATIONS / PROCLAMATIONS**

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

- F. CONSENT AGENDA**

- 1. October 11, 2022 Regular Meeting Minutes

- G. OLD BUSINESS:**

discussion of existing activities or previously held events, if any

- 1. Update - City Projects

- H. PUBLIC HEARING(S)**

- A. ORDINANCE 2022 - 03 (First Reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, REPEALING AND REPLACING ARTICLE II, SECTION 2-26 ENTITLED “CITY COMMISSION MEETINGS GENERALLY” AND 2-29 ENTITLED “ORDER OF BUSINESS”; RENUMBERING AND REORDERING AS NECESSARY; PROVIDING FOR AN EFFECTIVE DATE.

- I. RESOLUTION(S)**

- A. RESOLUTION 2022 - 51 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 13 TO RESOLUTION #2016-20 PERTAINING TO PALM BEACH COUNTY’S INTERLOCAL AGREEMENT WITH THE CITY OF PAHOKEE AND EXHIBIT “A” OF THE COORDINATION OF ROAD AND UTILITY CONSTRUCTION FOR BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.
 - B. RESOLUTION 2022 - 52 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY OF PAHOKEE, TO ENTER INTO, A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AGREEMENT WITH PALM BEACH COUNTY FOR CODE ENFORCEMENT SERVICES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT “A” HERETO; PROVIDING FOR AN EFFECTIVE DATE.
 - C. RESOLUTION 2022 - 53 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPOINTING FIVE (5) MEMBERS TO THE CHARTER REVIEW BOARD; PROVIDING FOR AN EFFECTIVE DATE.

- J. NEW BUSINESS:**

conversation about an activity or event upcoming, if any

1. Discussion and direction from the City Commission on the outstanding bill with Big Dog Express of South Florida, Inc. related to storm-related debris pickup from Hurricane Ian (September 28, 2022)

K. REPORT OF THE MAYOR

L. REPORT OF THE CITY MANAGER

M. REPORT OF THE CITY ATTORNEY

N. COMMISSIONER COMMENTS

O. FOR THE GOOD OF THE ORDER

community events, feel good announcements

P. ADJOURN (BY MOTION AND APPROVAL OF MAJORITY PRESENT)

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

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

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting City Clerk Tijauna Warner at Pahokee City Hall, 207 Begonia Dr. Pahokee, FL 33476 Phone: (561) 924-5534. If hearing impaired, telephone the Florida Relay Service Number, 800-955-8771 (TDD) or 800-955-8770 (Voice), for assistance. (Reference: Florida Statutes 286.26).

CITY OF PAHOKEE



MINUTES

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Pahokee Commission Chambers
360 East Main Street
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CITY COMMISSION:

Keith W. Babb, Jr., Mayor
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[TENTATIVE: SUBJECT TO REVISION]

MINUTES

A. CALL TO ORDER

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

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Merrill Noel led the Invocation, followed by the Pledge of Allegiance.

C. ROLL CALL

PRESENT

Mayor Keith W. Babb, Jr.

Vice Mayor Clara Murvin

Commissioner Derrick Boldin

Commissioner Juan Gonzalez

Commissioner Sara Perez

Rodney D. Lucas, City Manager

Burnadette Norris-Weeks, City Attorney at 6:06 PM

Nylene Clarke, Executive Assistant (Acting City Clerk)

D. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:

Motion made by Vice Mayor Murvin to approve the agenda with the addition of Resolution 2022-50, and to move item E, numbers 1-2 to the October 25, 2022 agenda. Duly seconded by Commissioner Boldin and passed unanimously.

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

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

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

Felicia Duce, Outreach Coordinator for Habitat for Humanity, announced the three (3) groundbreaking in the City of Pahokee, and requested permission to leave flyers for their home ownership program and home repairs.

Shantoria McKay requested help regarding her missing child, Johnny Worthen.

Sergeant Mike Lanier followed up on Shantoria McKay's comment. Discussion ensued.

Sharon Colvin commented regarding the scoreboard unveiling, requested for the events to be posted, and requested to have former Attorney Brandenburg's sign board.

Pastor Merrill Noel commented regarding being courteous and respectful when addressing the Mayor.

Tiara Hunter commented regarding Johnny Worthen, and placing cameras in the parks and other areas.

Dr. Jinga Oglesby-Brihm, CEO of Empower Healthcare, Inc., requested help with an initiative with the American Heart Association.

Terrance Davis provided information regarding his political campaign and commented regarding the missing person.

Item E, numbers 1-2, were tabled until the next meeting.

1. Palm Beach County School District Status update on the local schools - Marcia Andrews, School Board Member and Angela Avery-Moore, Area Superintendent of Schools and area Principals
2. Village of the Glades – Pahokee: Homeless/Covid Shelter, Senior Director Yvette Branch
3. Storm of 1928 Proclamation - Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges

Attorney Norris-Weeks read the proclamation into the record.

Motion made by Vice Mayor Murvin to approve the Storm of 1928 Proclamation for Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges. Duly seconded by Commissioner Boldin and passed unanimously.

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

Mayor Babb led the Commission in presenting the proclamation.

Motion made by Vice Mayor Murvin to name September 16th as Ethel Williams, Lucille Salvatore Heron, and Iris Salvatore Hodges Day. Duly seconded by Commissioner Perez.

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

4. City of Stuart - Storm of 1928 Proclamation

Attorney Norris-Weeks read the proclamation into the record.

Motion made by Vice Mayor Murvin to approve City of Stuart - Storm of 1928 Proclamation. Duly seconded by Commissioner Boldin and passed unanimously.

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

5. Riquna "Bay Bay" Williams Proclamation

Attorney Norris-Weeks read the proclamation into record.

Motion made by Vice Mayor Murvin to approve the proclamation for Riquna "Bay Bay" Williams. Duly seconded by Commissioner Perez and passed unanimously.

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

Mayor Babb led the Commission in presenting the proclamation to a family member of Riquna Williams.

Motion made by Vice Mayor Murvin to name the basketball court at the MLK Jr. Park after Riquna "Bay Bay" Williams. Duly seconded by Commissioner Perez and passed unanimously.

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

6. Proclamation - Honoring County Commissioner Melissa McKinlay

(Not present)

Attorney Norris-Weeks read the proclamation into the record.

Motion made by Vice Mayor Murvin to approve the Proclamation Honoring County Commissioner Melissa McKinlay. Duly Seconded by Commissioner Boldin and passed unanimously.

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

7. Proclamation - Breast Cancer Awareness Month

Attorney Norris-Weeks read the proclamation into the record.

Motion made by Commissioner Boldin to approve the proclamation for Breast Cancer Awareness Month. Duly seconded by Commissioner Perez and approved unanimously.

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

F. CONSENT AGENDA

1. September 27, 2022 Regular Meeting Minutes

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

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

G. OLD BUSINESS:

Discussion of existing activities or previously held events, if any

1. City Project Updates

Mrs. Boule-Washington provided an update on the upcoming City events and projects.

Ms. Adams provided an update on upcoming RFPs and ITBs.

Sergeant Mike Lanier discussed the sidewalk vandalism and provided education to the community that it is a felony to do so. Discussion ensued.

James Washington, Rosso Site Development, provided an update on Barfield Highway and answered questions. Discussion ensued.

H. PUBLIC HEARING(S)

None.

I. RESOLUTION(S)

- A. RESOLUTION 2022 - 44 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 9 TO RESOLUTION #2021-02 PERTAINING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM# 442030-01-54-1, BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-44 into the record.

Mr. Lucas provided a brief overview of the resolution, and Robert Audette answered questions.

Motion made by Commissioner Boldin to approve Resolution 2022-44. Duly seconded by Vice Mayor Murvin and passed unanimously.

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

- B. RESOLUTION 2022 - 45 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 10 TO RESOLUTION #2021-02 PERTAINING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), CONTRACT G-1753, FM#

442030-01-54-1, BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-45 into the record.

Mr. Lucas provided a brief overview of the resolution.

Motion made by Commissioner Boldin to approve Resolution 2022-45. Duly seconded by Commissioner Gonzalez and passed unanimously.

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

- C. RESOLUTION 2022 - 46 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 11 TO RESOLUTION #2016-20 PERTAINING TO PALM BEACH COUNTY’S INTERLOCAL AGREEMENT WITH THE CITY OF PAHOKEE AND EXHIBIT “A” OF THE COORDINATION OF ROAD AND UTILITY CONSTRUCTION FOR BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-46 into the record.

Mr. Lucas provided a brief overview of the resolution, and Ms. Adams and Mr. Audette answered questions.

Motion made by Commissioner Boldin to approve Resolution 2022-46. Duly seconded by Commissioner Gonzalez and passed unanimously.

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

- D. RESOLUTION 2022 - 47 RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 12 TO RESOLUTION #2016-20 PERTAINING TO PALM BEACH COUNTY’S INTERLOCAL AGREEMENT WITH THE CITY OF PAHOKEE AND EXHIBIT “A” OF THE COORDINATION OF ROAD AND UTILITY CONSTRUCTION FOR BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-47 into the record.

Mr. Lucas provided a brief overview of the resolution, and Mr. Audette answered questions.

Motion made by Commissioner Boldin to approve Resolution 2022-47. Duly seconded by Commissioner Gonzalez and passed unanimously.

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

- E. RESOLUTION 2022 - 48 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ACCEPTING TWO NEIGHBORHOOD ENGAGEMENT AND TRANSFORMATION GRANTS (NEAT) IN THE TOTAL AMOUNT OF TWENTY THOUSAND (\$20,000,00) FOR MLK AND COMMISSIONERS PARK IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-48 into the record.

Mr. Lucas provided a brief overview of the resolution. Ms. Adams and Mrs. Boule-Washington answered questions. Discussion ensued.

Motion made by Vice Mayor Murvin to approve Resolution 2022-48. Duly seconded by Commissioner Gonzalez and passed unanimously.

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

- F. RESOLUTION 2022 - 49 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE RENTAL OF CERTAIN MARINA SITES PURSUANT TO THE AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-49 into the record.

Mr. Lucas provided a brief overview of the resolution, and Attorney Norris-Weeks explained the purpose of the agreement. Discussion ensued.

Pastor Merrill Noel provided information on the event.

Motion made by Vice Mayor Murvin to approve Resolution 2022-49. Duly seconded by Commissioner Boldin and passed unanimously.

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

- G. RESOLUTION 2022 - 50 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND RATIFYING THE LAWN CARE SERVICE AGREEMENT BETWEEN SUN_JACK LAWN MAI, ATTACHED HERETO AS EXHIBIT "A", AND FURTHER RATIFYING ADDITIONAL LAWN CARE WORK PERFORMED FOR OLD PIONEER PARK CEMETERY FROM JULY 1, 2022 THROUGH OCTOBER 31, 2022, PROVIDING FOR AN EFFECTIVE DATE.

Attorney Norris-Weeks read Resolution 2022-50 into the record.

Mr. Lucas provided a brief overview of the resolution and answered questions. Discussion ensued.

Motion made by Vice Mayor Murvin to approve Resolution 2022-50. Duly seconded by Commissioner Gonzalez and passed 4-1.

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

Voting Nay: Commissioner Perez

J. NEW BUSINESS:

Conversation about an activity or event upcoming, if any

None.

K. REPORT OF THE MAYOR

Mayor Babb discussed the unemployment rate in the Glades, hiring locally, Johnny Worthen, the open house at 354 Rardin Ave, and recent events that he participated in.

L. REPORT OF THE CITY MANAGER

Mr. Lucas provided an update on outstanding items, upcoming events, and City vacancies. Discussion ensued.

By consensus of the City Commission, the November 8, 2022 Commission Meeting was rescheduled for Monday, November 7, 2022.

M. REPORT OF THE CITY ATTORNEY

Attorney Norris-Weeks reminded the City Commission that they are required to complete four (4) hours of Ethics Training, provided clarity for the City Manager's spending authority, per the City's Code of Ordinances, and provided clarity regarding a public comment.

Mayor Babb requested follow up with the Charter review process. Discussion ensued.

N. COMMISSIONER COMMENTS

Vice Mayor Murvin announced Muck Tavern's hiring event and requested the status of the Chamber of Commerce's confirmation in handling the Christmas Parade. Discussion ensued.

Motion made by Vice Mayor Murvin to turn the Christmas Parade over to the Centennial Committee. Duly seconded by Commissioner Boldin and passed 3-2.

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

Voting Nay: Commissioner Gonzalez, Commissioner Perez

Motion made by Vice Mayor Murvin to name the football field after Rickey Jackson. Duly seconded by Commissioner Boldin and passed unanimously.

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

Motion made by Vice Mayor Murvin to place a plaque or signage that the bleachers were sponsored by Anquan Boldin. Duly seconded by Commissioner Boldin and passed unanimously.

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

Commissioner Perez discussed the condition of the City Commission and Johnny Worthen.

Commissioner Boldin commented regarding Johnny Worthen, the timeframe in receiving the agendas, and conflict management.

Commissioner Gonzalez commented regarding Johnny Worthen. Discussion ensued.

O. FOR THE GOOD OF THE ORDER

Community events, feel good announcements

None.

P. ADJOURN (BY MOTION AND APPROVAL OF MAJORITY PRESENT)

Motion made by Vice Mayor Murvin to adjourn the meeting. Duly seconded by Commissioner Perez and passed unanimously.

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

There being no further business to discuss, Mayor Babb adjourned the meeting at 9:40 PM.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Acting City Clerk

ORDINANCE NO. 2022 - 03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, REPEALING AND REPLACING ARTICLE II, SECTION 2-26 ENTITLED "CITY COMMISSION MEETINGS GENERALLY" AND 2-29 ENTITLED "ORDER OF BUSINESS"; RENUMBERING AND REORDERING AS NECESSARY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to revise its Rules of Procedure by revising Article II, Section 2-26, of the City of Pahokee's Code of Ordinances.

WHEREAS, the City Commission desires to revise its Rules of Procedure by revising Article II, Section 2-29, of the City of Pahokee's Code of Ordinances.

WHEREAS, the City Commission finds that it would operate more efficiently if revised Rules of Procedure were adopted and followed.

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

Section 1. Amending Section 2-26 of the City of Pahokee Code of Ordinances entitled "City Commission Meetings Generally", which shall be replaced and shall read as follows

City commission meetings generally.

(a) *Ground rules for decorum regarding members of the city commission.* The following shall constitute the guidelines for decorum to be adhered to by members of the city commission in their respective roles as elected public officers of the city:

- (1) Members of the city commission shall:
 - A. Each conducts themselves with dignity;
 - B. Agree to disagree with each other; and
 - C. Show respect for the points of view of other members of the city commission.

- (2) Members of the city commission shall not:
- A. Falsely accuse another member of the city commission of wrongdoing;
 - B. Criticize each other in a rancorous or unprofessional manner;
 - C. Make personal attacks on another member of the city commission; or
 - D. Individually act without the support of the city commission.

(b) *Procedures and Scope.*

(1) The City of Pahokee city commission is permitted by Florida law to determine its own rules of procedure. Unless otherwise set forth herein, all municipal meetings shall be conducted in accordance with the procedural requirements as established by Robert's Rules of Order, said rules of order being incorporated into this section by reference.

(2) The City Commission, the City Manager, the City Clerk, and the public shall be governed by the terms, conditions, and provisions of this section as the basis and framework for procedures of the City Commission.

(3) Members of the city commission and other public officers attending or participating in any regular or special meeting of the city commission shall abide by the standards of conduct and values set forth by to Code of Ethics for Public Officers to be established by the Commission.

(c) *Agenda.* Unless otherwise set forth herein, City Commissioners shall agree by majority vote on items to be placed on a Commission agenda. Decisions regarding the placement of an agenda item shall be made by the Commission no later than the meeting immediately preceding the placement of the item to be discussed and voted upon. A portion of each regular commission agenda shall be set aside for discussion of future agenda items.

The City Manager and the City Attorney may agenda an item for discussion and vote, without Commission consideration, if the item involves the regular business and administration for smooth operations of the City.

(d) *Duties and responsibilities of mayor.*

(1) The mayor or presiding officer at any regular or special meeting of the city commission shall only introduce agenda items by the agenda item number and the brief title as listed on the agenda with no further explanation or comment. Thereafter, the mayor or presiding officer may call on the City Manager, and the City Manager or his or her designee shall furnish a brief explanation of the item under consideration. The item shall then be opened for public hearing, if applicable, or discussion by the city commission as required for the particular item under the time limits imposed by this section.

- (2) Any comments or questions by the attending public shall be directed to the mayor or presiding officer. Members of the city commission shall direct all comments and questions on the subject matter being discussed to the mayor or presiding officer only and shall not engage in cross conversations with other members of the public or direct any questions to other members of the city commission or to the public. The mayor or presiding officer shall not unreasonably withhold or delay recognition of any member of the city commission desiring to speak. The mayor or presiding officer shall recognize other members of the city commission in rotation and not call on any member a second and subsequent time until such time as all members of the city commission shall have had the opportunity to speak.
- (3) If the mayor or presiding officer desires to participate in a discussion, he or she shall do so only when the speaking member of the city commission has relinquished the floor. The mayor or presiding officer shall not interrupt a speaking member of the city commission for the purpose of comment other than to move the discussion forward.
- (4) The mayor or presiding officer shall not use his or her power as chair to dominate debate or discussion, nor shall the mayor or presiding officer unreasonably cut short or prolong any debate, discussion, or taking of a vote.
- (5) Motions to change the order of business shall require a majority vote of the city commission.
- (7) The mayor or presiding officer, in consultation with the city attorney, shall make rulings on parliamentary procedure. At least three (3) votes of members of the city commission is required to overrule the mayor or presiding officer on rulings of parliamentary procedure.
- (8) The mayor or presiding officer may, during city commission proceedings, request that the city commission move on to the next item on the meeting agenda by voting or otherwise.
- (e) *Time of meetings.* All regularly scheduled meetings of the city commission shall begin not later than 6:00 p.m., and shall end no later than 9:00 p.m. Any items remaining on the agenda shall be placed under Old Business for the next commission agenda. In setting matters over to the next meeting or a special meeting, the city clerk is directed to take into consideration all notice provisions relative to municipal ordinances and, specifically, Florida Statutes, Section 166.041.
- (f) *City commission discussion.*
- (1) Discussion by a member of the city commission shall not be limited, unless a motion to limit debate is made and adopted. Each member of the city commission shall be afforded the opportunity to offer rebuttal to each item discussed. A motion to

limit debate shall take precedence over all motions, except a motion to adjourn, a point of order, or a motion to table.

(2) Each member of the city commission and the public who desires to speak shall address the mayor or presiding officer, and upon recognition by the mayor or presiding officer, shall confine himself or herself to the issues under debate, avoiding all personalities and indecorous language.

(3) Members of the city commission shall not interrupt anyone who has the floor, unless it is to call the meeting to order, or as otherwise provided in this section. If a member of the city commission desires to direct questions to another member of the city commission or the public, the questions shall be directed to the mayor or presiding officer who in turn will recognize the individual who wishes to answer the specific question.

(4) While the city commission is in session, members of the city commission and the public present at the meeting shall not, by conversation or otherwise, delay or interrupt the proceedings or the peace of the city commission. There shall be no audience outburst and disruptive conversation from members of the public.

(g) Citizen's Rights

(1) Right to be Heard: Members of the public shall be given a reasonable opportunity to be heard on agenda items except as provided for below. Public input shall be limited to three (3) minutes. This right does not apply to:

- i. An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the Commission to act.
- ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- iii. A meeting that is exempt from Section 286.011, Florida Statutes; or
- iv. A meeting during which the Commission is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

(h) Manner of Addressing the Commission - Time Limit: Each person addressing the Commission shall sign in with the City Clerk no later than 6:05 PM. Persons shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Commission, shall limit his/her address to three (3) minutes. All remarks shall be addressed to the Commission as a body, and not to any member thereof. No person, other than members of the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Commission. When requested by any member of the Commission the City Manager, City Attorney, as well as staff members, may enter into any discussion. No

questions shall be asked the Commissioners, except through the presiding officer. The City Manager and the City Attorney may ask the Chair for permission to speak at any time. Questions regarding day-to-day operations should be directed to the City Manager for an answer at a later time.

i) *Personal and Slanderous Remarks:* Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, while addressing the Commission may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the Commission at the meeting from which ejected.

(j) *Freedom of Expression.* Nothing herein shall be construed to limit any member of the public from expressing their opinions outside of a public meeting.

(k) *Application to city boards.* All references in this section to "city commission" shall also mean the various city boards provided for in this code or created by the city commission.

(l) *Special meetings.* Special meetings of the governing body shall be called solely for specific and stated purposes only. It is the intention of the city commission that no items shall be added to a special meeting agenda other than those items for which the meeting was called.

(m) *Quorum and dismissal from City boards/committees.* The majority of the voting members present at any Board/Committee meeting shall constitute a quorum to conduct business. Board/ Committee members shall be removed from a board/committee for missing three (3) consecutive committee meetings or four (4) total meetings during any fiscal year, unless due to illness or excused by a vote of the City Commission.

Board/Committee members shall serve at the pleasure of the commission and may be suspended and removed for other just cause. Any committee/board member who becomes a candidate for public elective office, or becomes an employee of city, shall automatically forfeit committee membership status.

Section 2. Amending Section 2-29 of the City of Pahokee's Code of Ordinances entitled "Order of Business", shall be replaced and shall read as follows:

Order of Business.

The following order of business shall be observed:

- a. Call to Order
- b. Invocation and Pledge of Allegiance;
- c. Roll call;
- d. Additions of emergency basis from City Manager, deletions and approval of agenda items;
- e. Public Comments/Public Service Announcements/Presentations/Proclamations
- f. Consent agenda;
- g. Old Business (discussion of existing activities or previously held events, if any)

- h. Public Hearings and/or Ordinances
- i. Resolution (s)
- j. New Business (conversation about an activity or event upcoming, if any);
- k. Report of the mayor;
- l. Report of the city manager;
- m. Report of the city attorney;
- n. Commissioners Comments
- o. Future Agenda Items of Commissioners, if any.
- p. For the Good Of The Order (community events, feel good announcements)
- q. Adjourn.

At all special meetings, the regular order shall be dispensed with after the roll call with the exception of public comment which shall be three (3) minutes per person.

Section 3. City commissioners' votes recorded on ordinances and resolutions.

Each city commissioner's vote shall be recorded on all ordinances and resolutions presented to the city commission.

Section 4. Votes required to pass resolutions.

A minimum of three (3) votes in favor of a resolution is required to effect passage of the resolution.

Section 5. Requests for readily available information; reporting citizen complaints.

When requesting readily available information or documents not requiring research or analysis, or relaying citizen complaints regarding code enforcement violations, members of the city commission may deal directly with department director under the direction and supervision of the City Manager for questions only. For all other inquiries, requests for action or assistance, or reports, including but not limited to complaints regarding, by, or about employees of the city, members of the city commission shall deal solely with the City Manager. All follow-up to inquiries by members of the city commission shall be made to the City Manager. No orders may be given to any City employee by any City Commissioner.

Nothing in this section shall be construed to permit any member of the city commission to suggest, direct, or instruct any city staff member to perform any duties or functions, not previously directed by the City Manager or to resolve citizen complaints in a specific manner.

Section 6. Clerk designated custodian, duties.

The City Clerk shall be the custodian of the public records of the city for all purposes consistent with Florida law. Any public record coming into the possession of any officer, official, employee, agent or servant of the city. All public records received by the city clerk

shall have placed thereon an appropriate designation as to the time and date of receipt. Duplicates of any instruments or records of which the city clerk has the original, need not be filed with the city clerk.

Section 7. Inspection by citizens.

The public records of the city shall be open for inspection of any interested person or party during the customary business hours of the city clerk's office, subject however to the proper rules and regulations for the efficient conduct of the clerk's business and Florida law.

Section 8. Removing or withholding from custodian.

No person shall remove, conceal, withhold, retain or keep any public record from the lawful custody of the city clerk.

Section 9. Public hearings.

It is the intent of this provision to provide citizens of the City of Pahokee with the earliest opportunity to comment on proposed ordinances. Public hearings shall be held at the second reading of the ordinance, except as otherwise provided by law.

Section 10. Indemnification of municipal offices for losses and expenses incurred in defense of litigation instituted against official for actions in discharging municipal duties.

(a) Definitions.

- (1) "Official" shall mean the mayor, every city commissioner, officer, agent, or employee of the city, whether elected, appointed or employed, with or without compensation.
- (2) "Indemnification" shall include the payment of all expenses and losses, including reasonable counsel fees, paid, incurred or imposed upon an official as a result of any litigation or proceeding.
- (3) "Expense" shall include any monies paid by an official and incurred in the defense or settlement of any litigation or proceeding, including but not limited to, legal fees, costs of litigation, and the amount of any settlement, judgment or verdict.

(b) Indemnification.

- (1) Whenever in the performance of, or in connection with the performance of, official duties in behalf of the city, an official has been involved or shall hereafter be involved in a dispute, proceeding or litigation, either in a representative or individual capacity, with or without the city as a co-party in the matter, the city shall promptly

indemnify said official. The city shall promptly preserve, protect, defend, aid and assist said official, and exonerate, indemnify and hold harmless said official from and against any and all expenses, liabilities, claims, demands, proceedings, damages, losses, charges, advances, disbursements, payments, expenses, costs, including reasonable counsel fees following approval of commission, awards, settlements, judgments, decrees and mandates, paid, incurred by, or imposed upon said official in all disputes, proceedings, trials and appeals, by reason of said official being or having been a city official, even though he is no longer an official at the time the expenses are incurred or the claims are made against him. The protection herein guaranteed shall exist during and after the term of office or employment, for liabilities incurred during the term of office or employment if in the persons official capacity.

(2) Each official protected hereby shall promptly cooperate in his or her own defense, and shall:

- A. File a written notice with the City Manager requesting indemnification, which notice shall include all summons, writs and other documents pertaining to the claim made against said official;
- B. Attend hearings, trials, and depositions and furnish such evidence as shall be needed;
- C. Grant the city full rights of subrogation and the right to recover under any claims, offsets, or counterclaims of the protected official arising out of or in connection with the controversy involved in this section; provided, that if the protected official shall recover any sum, then the city shall deduct all disbursements, costs, and expenses of litigation including attorneys' fees, and any award against the city, and the remainder shall belong to the protected official;
- D. Execute and deliver to the city all assignments, papers, and documents needed to carry out the purposes of this section.

(3) If at any time it shall appear that the controversy has no connection with official duties, the city commission may require an investigation and report by the City Manager and/or City Attorney. The city may, for good cause, refuse to proceed with the indemnification or defense by use of the following procedure:

- A. The official shall be given a written notice, at least twenty (20) days before a hearing, and a written complaint showing that the controversy has no connection with official duties. The notice shall state the particulars of the complaint with enough detail so that the person may prepare his defense;
- B. At the hearing, which shall be before the city commission, the city and the official shall produce witnesses who shall give sworn testimony;
- C. At the conclusion of the hearing, the commission shall make its findings of fact and conclusions on the evidence. If the commission shall find that the controversy has no connection with official duties, and involves only a private

or personal matter, then the commission may refuse to proceed with the indemnification and defense.

(4) After final determination the city may, for good cause, refuse to pay any judgment or decree entered against any official by following this procedure after a final judgment or decree, including any appellate proceedings:

A. The official shall be given a written notice, at least twenty (20) days before a hearing, and a written complaint showing that he did not act in good faith and was guilty of a flagrant, willful, and intentional violation of a city ordinance or a law of Florida. The notice shall state the particulars of the complaint with enough detail so that the person may prepare his defense;

B. At the hearing, which shall be before the city commission, the city and the official shall produce witnesses who shall give sworn testimony;

C. At the conclusion of the hearing the commission shall make its findings of fact and conclusions on the evidence. If the commission shall conclude that the official did not act in good faith and was guilty of a flagrant, willful and intentional violation of a city ordinance or a law of Florida, then the commission may refuse to pay all or a part of said judgment or decree;

D. If the official shall willfully fail or refuse to cooperate in his defense, then the commission may, to the extent that the city was damaged thereby, reduce the protection and indemnification provided under this section.

(5) At all hearings hereunder the sole question shall be the obligation of the city to indemnify the official, and the merits of the claim made against the official shall not be an issue, so that the defense of the claim shall not be prejudiced.

Section 11. Settlement of claims; administrative procedure for expeditious processing of claims against and in favor of City.

(a) In those instances where municipal property has been damaged or municipal employees have been injured due to the actions of third parties, and municipal funds have been or will be expended for property repairs or medical costs, recovery shall be sought as follows:

(1) The City Manager shall evaluate all such claims and shall attempt to secure full reimbursement.

(2) To the extent that a specific fund is budgeted, whenever the municipal claim can be satisfied in full and the city completely indemnified, the City Manager shall be authorized to release the third party from liability upon payment in full. If the amount of the claim is more than five thousand dollars (\$5,000.00), the form of the release shall be reviewed and approved by the city attorney and approved by the City Commission before being executed and provided to the person/party being released.

- (3) Whenever partial settlement of a municipal claim has been offered, the City Manager shall coordinate with the applicable insurance carrier and City Attorney and evaluate the settlement offer as follows:
- A. If the total amount of the municipal claim involved is five thousand dollars (\$5,000.00) or less, the City Manager shall be authorized to settle the claim.
 - B. If the total amount of the municipal claim involved is more than five thousand dollars (\$5,000.00), the City Manager shall cause the proposed settlement to be placed upon the agenda of the next regularly scheduled meeting of the city commission. Upon recommendation by the City Manager, the city commission shall then determine whether or not to accept the proposed settlement offer.
- (4) The City Attorney shall be available to advise the city commission and the City Manager at all stages of the above proceedings.
- (5) In those instances where settlement of municipal claims cannot be effected within a reasonable time, the City Attorney, with an approving vote of the city commission, shall file the appropriate lawsuit to effect collection of the claim.
- (6) The City Commission shall be notified by the City Manager at the next regular City Commission meeting of the amount of any claim settled by the City Manager.

Section 12. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 13. Effective Date.

This Ordinance shall take effect immediately upon final passage.

PASSED FIRST READING this 25th day of October 2022.

PASSED SECOND READING this ____ day of _____ 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, Acting City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Jongelene Adams

SUBJECT: Community & Economic Development Department

DATE: 14th October 2022

GENERAL SUMMARY/BACKGROUND:

Barfield Highway Change Order #13 – This change order is for Barfield Highway Reconstruction. The change order is for compensation to Rosso Site Development (contractor) for the additional exploratory work for the existing sanitary sewer laterals.

While constructing the new sanitary sewer line, PBCWUD camera report showed locations of the existing sewer services; five sewer services were shown on the camera report. The original plans only called for two services to be completed. The contractor potholed and found existing elevations at the right of way line for the three laterals.

This information from the additional exploratory work will be used to issue the forthcoming revisions of the sanitary sewer plans by the Engineer of Record.

Rosso is entitled to 100% of the \$5,395.01 that was performed and completed.

The requested change order includes one (1) additional day to be granted.

BUDGET IMPACT: \$5,395.01 concurrency is granted by PBCWUD for this additional cost.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this change order #13.

ATTACHMENTS:

Change Order #13

Resolution 2022 - 51

RESOLUTION 2022 - 51**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE FLORIDA, FOR APPROVAL OF CHANGE ORDER NO. 13 TO RESOLUTION #2016-20 PERTAINING TO PALM BEACH COUNTY'S INTERLOCAL AGREEMENT WITH THE CITY OF PAHOKEE AND EXHIBIT "A" OF THE COORDINATION OF ROAD AND UTILITY CONSTRUCTION FOR BARFIELD HIGHWAY RECONSTRUCTION PROJECT AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Resolution 2016-20 adopted by the City Commission of the City of Pahokee, Florida ("CITY") on September 14, 2016, the City and Palm Beach County Glades Utility Authority (County Resolution #2013-0094); and

WHEREAS, the County owns and operates the public water and wastewater system located within the City, pursuant to the First Amendment to the Interlocal Agreement Establishing the Glades Utility Authority dated 1/15/2013 (County Resolution No. 2013-0094); and

WHEREAS, the County and the City wish to cooperate in the construction, relocation, and/or adjustment of County Facilities in conjunction with future Projects undertaken by the City; and

WHEREAS, pursuant to Resolution 2016-20, the City approved the Interlocal Agreement with Palm Beach County Water Utility Agreement funding for the reconstruction of Barfield Highway in the amount of \$1,046,389.63 to be reimbursed to the City of Pahokee for the Reconstruction of Barfield Highway and authorizes the Mayor to execute the necessary agreement; and

WHEREAS, a change order is necessary to compensate Rosso Site Development for performing and completing the exploratory work for the existing sanitary sewer laterals; and

WHEREAS, PBCWUD camera report showed the locations of the existing sewer services during construction of the new sanitary sewer lines. The camera report showed five services and the plans called for two services, the contractor potholed to find the existing elevation at the right of way line for the other three laterals; and

WHEREAS; the information gathered from the additional pothole will be used to issue a forthcoming revision on the sanitary sewer plans by the Engineer of Record; and

WHEREAS, the City Commission of the City of Pahokee finds that a Change Order is necessary to compensate the contractor in the amount of \$5,395.01 for additional exploratory work and the additional one day to performance and complete; and

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

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

- Section 2. Authorization and Approval. The City Commission of the City of Pahokee hereby authorizes and approves Change Order #13 to compensate Rosso Site Development for the additional exploratory work for the existing sanitary sewer laterals.
- Section 3. Authorizing City Manager. The City Manager is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.
- Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of October 2022.

ATTEST

Keith W. Babb, Jr., Mayor

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved By: _____

Seconded By: _____

Vote:

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

EXHIBIT “A”
CHANGE ORDER #13

Entitlement Analysis

Financial Project ID: 442030-1-54-01
Contract No.: G-1753
County: Palm Beach
Description: Pahokee, Barfield Highway Reconstruction

Re: Rosso Change Order for Exploratory Pothole Work on Existing Sanitary Sewer Laterals

Description & Analysis:

This Change Order is written to compensate the contractor for additional exploratory work

Issue: Additional Existing Sewer Services not shown in the plans

During the construction of the new sanitary sewer line, PBCWUD provided a camara report showing the locations of the existing sewer services. There were five services shown in the camera report. The plans only called out two services to be done. The contractor potholed to find existing elevation at the right of way line for three of the laterals. The information from the pothole work will be used to issue a forthcoming revision on the Sanitary sewer plans by the EOR.

1 day is granted with this Change Order.

The Contractor is 100% entitled to \$5,395.01 to perform the additional exploratory work.



Robert Audette, P.E.
Sr. Project Engineer

1302 South J Street
Lake Worth, FL 33460



Ph: 561-689-0889
Fax: 561-689-2851

Change Order Request

Change Order No.: 18 R2 Owner Proj. No.: 2020-007
Owner: City of Pahokee RSD Proj. No.: 01-20037
Project: Barfield Highway Date: 9/22/2022

Description: Potholing to provide asbuilt information on existing sewer laterals

#	Description	Qty	Unit	Unit Price	Total Price
1.00	Potholing to provide asbuilt information on existing	1	LS	\$ 5,395.01	\$ 5,395.01
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total: \$ 5,395.01

Original Contract Amt \$ -
Amount of this Change Order \$ 5,395.01
Amount of Previous Change Order (s) \$ -
New Total Contract Amount \$ 5,395.01

Completion time extended 1 days If yes, new completion date? _____

When executed by all parties, this document will become part of the above reference construction contract.

Michael Rezk 9/23/2022
Client Signature
Michael Rezk
Client Printed

Blair Simpson
Digitally signed by Blair Simpson
DN: cn=Blair Simpson, o=ROSSO
Site Development, ou,
email=bsimpson@rossositedevel
opment.com, c=US
Date: 2022.10.14 11:41:27 -04'00'

Michael Rezk, PE, PMP
Digitally signed by Michael Rezk,
PE, PMP
Date: 2022.10.13 14:32:44 -04'00'

Revisions

#	Date	By	Description
1	8/18/2022	BRS	JD Revised CO
2	9/22/2022	JLW	JD Revised CO

1302 South J Street
Lake Worth, FL 33460



Ph: 561-689-0889
Fax: 561-689-2851

CHANGE ORDER BREAKDOWN

Description of work: Potholing to provide asbuilt information on existing
sewer laterals

CO #: 18 R2

EQUIPMENT					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Loader		HR	\$62.50	\$0.00
2	Tractor		HR	\$40.38	\$0.00
3	Roller		HR	\$56.12	\$0.00
4	Mixer		HR	\$202.61	\$0.00
5	Grader		HR	\$79.95	\$0.00
6	Backhoe		HR	\$93.41	\$0.00
7	Water Truck		HR	\$37.98	\$0.00
8	Dozer		HR	\$73.93	\$0.00
9	Paver		HR	\$61.50	\$0.00
10	Paving Roller		HR	\$40.38	\$0.00
11	Broom		HR	\$49.97	\$0.00
12	Excavator (30,000 lb)		HR	\$109.04	\$0.00
13	Excavator (70,000 lb)		HR	\$169.32	\$0.00
14	Tamp		HR	\$19.50	\$0.00
15	Saw		HR	\$19.50	\$0.00
16	Pick-Up Truck		HR	\$32.46	\$0.00
17	Dump Truck		HR	\$65.00	\$0.00
18	Curb Machine		HR	\$58.75	\$0.00

Equipment Subtotal \$0.00

Markup 0.150 \$0.00

EQUIPMENT TOTAL: \$0.00

LABOR					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Superintendent (w/ Pick-Up)	8	HR	\$64.29	\$514.32
2	Foreman (w/ Pick-Up)		HR	\$44.21	\$0.00
3	Operator-Road Crew		HR	\$38.06	\$0.00
4	Laborer-Road Crew		HR	\$20.79	\$0.00
5	Operator-Underground Crew		HR	\$36.24	\$0.00
6	Pipe Layer, Tailman, Laborer-Underground Crew		HR	\$26.32	\$0.00
7	Curb Machine Operator-Concrete Crew		HR	\$43.50	\$0.00
8	Finisher-Concrete Crew		HR	\$32.61	\$0.00
9	Former/Laborer-Concrete Crew		HR	\$23.65	\$0.00
10	Pick Up		HR	\$26.52	\$0.00
11			HR		\$0.00

Labor Subtotal **\$514.32**

Burden 0.5146 \$264.67

Markup 0.150 \$77.15

LABOR TOTAL: \$856.14

MATERIAL					
#	Description	Qty	Unit	Unit Cost	Total Cost
1			LS		\$0.00
2			LS		\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
Material Subtotal					\$0.00
Markup					0.175 \$0.00
MATERIAL TOTAL:					\$0.00

SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Johnson Davis	1	LS	\$4,217.85	\$4,217.85
2		1	LS		\$0.00
3		1	LS		\$0.00
4		1	LS		\$0.00
5		1	LS		\$0.00
6		1	LS		\$0.00
7		1	LS		\$0.00
Subcontractor Subtotal					\$4,217.85
Markup					0.05 \$210.89
SUBCONTRACTOR TOTAL:					\$4,428.74

Equipment Total:	\$0.00
Labor Total:	\$856.14
Material Total:	\$0.00
Subcontractors Total:	\$4,428.74
Bond & General Liability Insurance:	\$110.13
MOT:	\$0.00
Total:	\$5,395.01



CHANGE ORDER REQUEST

September 21, 2022
Rosso Site Development
1302 South J Street
Lake Worth, FL 33460

Attn: James Washington

Project: Barfield Hwy
Re: Exploratory Sewer Lateral Potholing

J-D COR #: 18 R2

James,

The following is our cost summary and detail breakdown for the additional work requested to pothole (3) existing sewer laterals.

DATE:
TASK: Exploratory Sewer Lateral Potholing

1	Labor	1	LS	\$2,407.80	\$2,407.80
2	Equipment	1	LS	\$1,810.05	\$1,810.05
3	Material	1	LS	\$0.00	\$0.00
4	Subcontractors	1	LS	\$0.00	\$0.00
Total Amount of Change Order:					\$4,217.85

Total Amount of Days Added to The Contract: **1**

Please review and forward to the responsible parties for authorization. As always, should there be any questions or if you require any additional information please do not hesitate to contact our office.

Sincerely,
Chad Rawlinson
Chad Rawlinson
Project Manager



Johnson-Davis Inc.

Job Name: Barfield Hwy

Date: 9/21/2022

JD Job #: 41792

Description of Work: Exploratory Sewer Lateral Potholing

Labor: For Potholing/Soft Digs to Locate (3) Existing Sewer Laterals

Name	Position	Standard Hours	Overtime Hours	Standard Rate	Overtime Rate	Total
Superintendent		2		\$ 69.26	\$ 103.89	\$ 138.52
Foreman	Foreman	8		\$ 48.19	\$ 72.29	\$ 385.55
Operator - Excavator	Oper-Exc	8		\$ 27.64	\$ 41.46	\$ 221.09
Operator - Loader	Oper-Ldr	8		\$ 23.98	\$ 35.98	\$ 191.87
Skilled Laborer	SL	8		\$ 21.46	\$ 32.18	\$ 171.65
Skilled Laborer	SL	8		\$ 21.46	\$ 32.18	\$ 171.65
Skilled Laborer	SL	8		\$ 21.46	\$ 32.18	\$ 171.65
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -

Labor Subtotal \$ 1,451.97

Burden 0.442 \$ 641.77

Markup on Labor 15.0% \$ 314.06

Labor Total \$ 2,407.80

Equipment: For Potholing/Soft Digs to Locate (3) Existing Sewer Laterals

Description	Qty	Hours	Rate	Total
Superintendent Vehicle	1	2	\$ 45.86	\$ 91.72
Foreman Truck with Hand Tools	1	8	\$ 46.09	\$ 368.72
30-52 Komatsu WA-270-8 Loader	1	8	\$ 81.13	\$ 649.04
35-66 Mini-Hoe Jubota KX121-3ST (30 HP Kubota)	1	8	\$ 24.06	\$ 192.48
Support Crew Truck with Hand Tools	1	8	\$ 34.00	\$ 272.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Equipment Subtotal: \$ 1,573.96

Markup on Equipment 15.0% \$ 236.09

Equipment Total \$ 1,810.05

Material

Description	Qty	Unit	Rate	Total
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
0		0	\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Material Subtotal: \$ -

Tax 7% \$ -

Markup on Material 15.0% \$ -

Material Total \$ -

Subcontractor

Description	Qty	Unit	Rate	Total
				\$ -
				\$ -

Subcontractor Subtotal: \$ -

Markup on Subcontractors (up to \$50,000.00) 10.0% \$ -

Markup on Subcontractors (after \$50,000.00) 5.0% \$ -

Subcontractor Total \$ -

Total: \$ 4,217.85

Comments:



JOHNSON-DAVIS INC.

Contractors

604 HILLBRATH DRIVE

LANTANA, FL 33462-1694

PHONE: 561-588-1170 FAX: 561-585-5252

CU-C043087

Subject: Labor Burden Certification

I, John P. Stanley, the Chief Financial Officer of Johnson-Davis, Inc., certify that the following statements are true and correct. The following information is submitted pursuant to Specification 4-3.2.1:

Burden Rate Breakdown									
Workers Compensation	State Unemployment & Federal	FICA	Vacation , Holiday, Personal Time, Bereavement Pay	Health / Dental Insurance	Life Insurance	401(K)	G/L Ins.	Disability Insurance	DFWP
0.065	0.062	0.0765	0.07	0.095	.0017	0.04	0.022	0	0.01

TOTAL BURDEN RATE = 44.2%

If you have any questions or require any additional information, feel free to contact me.

Thank you,

John Stanley
Chief Financial Officer



LARISA DITU PELKEY
Commission # HH 178111
Expires January 22, 2026
Bonded Thru Budget Notary Services

State of Florida, County of Palm Beach

Sworn and subscribed before me this 09 day of March, 2019 ²⁰²² ₂₀₂₀

Notary Public

Personally known to me

My Commission Expires: 01.22.24



• *Heavy Construction* •

Underground Utilities •

Main office: 604 Hillbrath Drive- Lantana, FL 33462 • Phone: 561-588-1170 • Fax: 561-585-5252
Ft. Pierce Office: 863 S. Kings Hwy- Ft. Pierce, FL 34945 • Phone: 772-468-9200 • Fax: 772-468-9202



2022 Equipment Rates for FDOT Jobs

Description	Hourly Rate
Trucks	
Superintendent Vehicle	\$45.86
Foreman Truck with Hand Tools	\$46.09
Support Crew Truck with Hand Tools	\$34.00
Field Mechanic Service Truck	\$42.86
45-117 Tri-Axle Truck Tractor	\$99.36
45-128 Tandem Flat Bed (24') Truck	\$39.20
45-164 Tri-Axle Dump Truck - Steel Body	\$115.71
45-249 Tri-Axle Truck Tractor	\$101.56
45-279 Tandem Tractor	\$102.05
45-280 Single Axle Tractor	\$92.98
45-331 Tri-Axle Dump Truck	\$105.69
40-27 Lowboy Trailer	\$38.50
40-32 Lowboy Trailer	\$38.66
40-28 Jeep for Lowboy Trailer	\$9.80
40-34/39 Flatbed Trailer	\$8.22
40-12 Drop Deck Trailer	\$17.28
40-44 Aluminum Dump Trailer	\$9.23
40-24 Steel Dump Trailer	\$9.30
40-46 Dump Trailer	\$9.74
40-42 Small Equipment Trailer 16,000 LBS	\$2.57
Rubber Tire Excavators	
25-51 CAT 420D IT (Combination Backhoe)	\$70.42
25-52 CAT 430D IT (Combination Backhoe)	\$80.22
25-67 CAT 420F IT (Combination Backhoe)	\$83.69
20-63 John Deere 220D Excavator (Rubber Tire)	\$158.50
20-75 Liebherr 9900C	\$121.87
Track Excavators	
20-39 Inter-Drain 6050HT (Sack Machine)	\$94.02
20-56 Komatsu PC308 USLC-3EO Excavator	\$129.60
20-69 Caterpillar 328D Excavator	\$151.55
20-60 Caterpillar 336DL Excavator	\$157.00
20-68 Komatsu PC390-LC-10 Excavator	\$163.06
20-69 Komatsu PC240-LC-11 Excavator	\$153.45
20-70 Komatsu PC390-LC-11 Excavator	\$166.50
20-71 Komatsu PC390-LC-11 Excavator	\$166.50
20-72 Komatsu PC138-LC-11 Excavator	\$112.45
20-73 Komatsu PC290-LC-11 Excavator	\$164.81
20-74 Komatsu PC138-LC-11 Excavator	\$112.45
20-77 Caterpillar 329F L Excavator 2018	\$118.97
20-78 Caterpillar 329F L Excavator 2018	\$143.16
20-79 Komatsu PC238-LC-11 Excavator	\$128.92
20-80 Komatsu PC138-LC-11 Excavator	\$112.45
20-81 Caterpillar 307EZ Excavator	\$95.43
20-82 John Deere 365G LC	\$158.94
20-84 John Deere 50G	\$62.87
20-85 John Deere 60G 2019	\$52.52
20-86 John Deere 345G	\$158.93
20-87 John Deere 380G	\$222.86
20-88 Takeuchi TB260 Mini Excavator 2020	\$63.18
20-89 Komatsu PC390 LC-11 Excavator 2021	\$166.54
20-90 Komatsu PC360 LC-11 Excavator 2020	\$175.28
Wheel Loaders	
30-42 Komatsu WA320-6 Loader	\$67.68
30-43 Komatsu WA380-7 Loader	\$89.83
30-44 Komatsu WA200-7 Loader	\$63.85
30-45 Komatsu WA320-7 Loader	\$71.52
30-46 Caterpillar 938K Loader	\$96.20
30-47 Komatsu WA200-7 Loader	\$60.84
30-48 Komatsu WA380-8 Loader	\$95.72
30-49 Komatsu WA380-8 Loader	\$95.78
30-50 Caterpillar CAT 938M Loader	\$40.56
30-51 Komatsu WA320-8 Loader	\$84.68
30-52 Komatsu WA-270-8 Loader	\$81.13
30-53 Caterpillar 930M Loader	\$85.50
30-54 Caterpillar 930M Loader	\$85.50
30-55 John Deere 524L	\$80.20
30-56 John Deere 544L	\$81.67
30-57 John Deere 524L	\$80.20
30-58 John Deere 544L	\$81.67
30-59 John Deere 644L	\$98.91
30-60 John Deere 644L	\$98.91
Mini Excavators / Bobcats / Dozer	
35-01 John Deere 650 H-LGP Dozer	\$63.39
35-27 Bobcat 873G	\$32.37
35-41 Bobcat T300	\$39.83
35-61 Mini-Hoe Kubota KX913R1S (30 HP Kubota)	\$19.30
35-62 Mini-Hoe Kubota KX080-3 (70 HP Kubota)	\$76.53
35-64 Mini-Hoe Kubota KX913R2 (30 HP Kubota)	\$19.03
35-66 Mini-Hoe Kubota KX121-3ST (30 HP Kubota)	\$24.06
20-67 Caterpillar 305E2 (11k LBS Mini)	\$63.74
20-88 Takeuchi TB260 Mini Excavator 2020	\$63.18
Specialty Equipment	
75-20 Ford Box Blade Tractor 3910	\$33.38
82-145 Water Truck (2000 gal)	\$63.01
82-157 Water Truck (2000 gal)	\$63.01
85-177 APE Power Unit 260	\$15.57
85-229 Hydraulic Hammer ICE 8E	\$93.72
85-230 Rotary Head Auger ICE EX25	\$253.40
Water Trailer (1000 gal)	\$15.55
Vibratory Rollers	
75-30 Ingersoll Rand SD40 Vibratory Roller	\$96.18
75-31 Dynapac CA121D Vibratory Roller	\$80.36
75-32 Dynapac CA121D Vibratory Roller	\$80.36
75-33 Dynapac CA121D Vibratory Roller	\$81.21
75-34 Dynapac CO260G double drum	\$29.76
75-35 Volvo SD45D Vibratory Roller single drum	\$75.13
75-36 Volvo SD45D Vibratory Roller single drum	\$75.91
Pumps	
Well Point Header and Points (No Pump)	\$12.00
10" Well Point Pump & Disch Hose - (24 Hrs/day)	\$36.71
8" Well Point Pump & Disch Hose - (24 Hrs/day)	\$40.59
8" Quiet Pack Well Point Pump & Disch Hose - (24 Hrs/day)	\$36.29
8" Well Point Pump & Disch Hose - (24 Hrs/day)	\$35.56
12" Hydraulic Pump & Hoses (8hr/day minimum)	\$55.29
8" Hydraulic Pump & Hoses (8hr/day minimum)	\$45.59
6" Hydraulic Pump & Hoses (8hr/day minimum)	\$36.74
4" Hydraulic Pump & Hoses (8hr/day minimum)	\$38.00
4" Jet Pump & Hoses	\$20.82
4" Double Diaphragm & Hoses	\$13.52
3" Trash Pump & Hoses	\$6.58
Vibratory Hammer	\$93.72
Rental Equipment	
Shoring Plate 1"x8"x20'	\$23.00
Shoring Plate 1"x8"x16'	\$20.00
Shoring Plate 1"x8"x12'	\$19.00
Shoring Plate 1"x6"x10'	\$18.00
Stone Box (12 Cy)	\$85.00
Manhole box 8"x10"x4'	\$80.00
Trench Shield Box 24"x8"x6"	\$120.00
Trench Shield Box 24"x6"x4"	\$165.00
Trench Shield Box 20"x6"x4"	\$115.00
Trench Shield Box 16"x8"x4"	\$110.00
Trench Shield Box 10"x28"x6"	\$250.00
Trench Shield Box 10"x24"x6"	\$140.00
Trench Shield Box 8"x24"x6"	\$100.00
Trench Shield Box 6"x10"x4"	\$110.00
Pipe Plugs - Airbag for drainage 12"-18"	\$65.00
Pipe Plugs - Airbag for drainage 18"-24"	\$95.00
Pipe Plugs - Airbag for drainage 15'-30'	\$130.00
Pipe Plugs - Airbag for drainage 24'-48'	\$180.00
Pipe Plugs - Airbag for drainage 48'-72' (w/ lift line)	\$593.00
Pipe Plugs - Airbag for sewer pipe (pass through)	\$750.00
Pipe Plugs - Airbag for sewer pipe (solid plug)	\$295.00
Small Equipment	
Air Compressor	\$19.21
Tamper	\$6.37
Light Plant (8hr/day minimum)	\$10.16
Walking Saw	\$8.53
Cut off Saw 14"	\$7.50
Generator	\$4.85

Section I, Item A.

2022 Labor Rates for FDOT Jobs

<u>Labor</u>		<u>Standard</u>	<u>Overtime</u>
Superintendent		\$69.26	\$103.89
Foreman	Foreman	\$48.19	\$72.29
Brady, Jeff	Foreman	\$46.30	\$69.45
Ceasno, Chesca	Foreman	\$53.10	\$79.65
Dort,Wisler	Foreman	\$45.91	\$68.87
Fernandez, Pablo	Foreman	\$52.50	\$78.75
Henrisme,Jacky	Foreman	\$46.66	\$69.99
Hernandez, Jose R	Foreman	\$51.75	\$77.63
Hernandez, Odilon	Foreman	\$53.10	\$79.65
Lashley, Stern	Foreman	\$45.75	\$68.63
Molina, Moises	Foreman	\$28.00	\$42.00
Smith, Jimmy	Foreman	\$51.00	\$76.50
Tharpe, Richard	Foreman	\$27.50	\$41.25
Thelison,Ariesthene	Foreman	\$46.50	\$69.75
Pierson,Rickey	Foreman	\$43.25	\$64.88
Ruiz, Luis	Foreman	\$42.50	\$63.75
Operator - Excavator	Oper-Exc	\$27.64	\$41.46
Arce, Alfonso	Oper-Exc	\$29.00	\$43.50
Brasfield, Alexander	Oper-Exc	\$27.00	\$40.50
Cuadrado del Valle, Juan	Oper-Exc	\$29.00	\$43.50
Gerken, David	Oper-Exc	\$27.00	\$40.50
Guerrero, Lorenzo	Oper-Exc	\$29.00	\$43.50
Guerrero Oseguera, Agustin	Oper-Exc	\$27.00	\$40.50
Hester, Anthony	Oper-Exc	\$27.00	\$40.50
Lewis,Delroy	Oper-Exc	\$27.00	\$40.50
Lindo, Gustavo	Oper-Exc	\$27.00	\$40.50
MCDonald,Phil	Oper-Exc	\$29.16	\$43.74
Nava Rivera,Alejandro	Oper-Exc	\$29.00	\$43.50
Parkinson, Siegfried (Pete)	Oper-Exc	\$29.19	\$43.79
Villodo, Eduardo	Oper-Exc	\$27.00	\$40.50
Walker, Jeffrey	Oper-Exc	\$27.00	\$40.50
Williams, Randall	Oper-Exc	\$24.20	\$36.30
Operator - Loader	Oper-Ldr	\$23.98	\$35.98
Briggs, Dustin	Oper-Ldr	\$23.50	\$35.25
Davio, Gordon	Oper-Ldr	\$25.82	\$38.73
Edmond, Eugene	Oper-Ldr	\$22.00	\$33.00
Franco, Jose	Oper-Ldr	\$22.00	\$33.00
Jean, Jeannot	Oper-Ldr	\$25.50	\$38.25
Martinez,Jorge	Oper-Ldr	\$23.50	\$35.25
Montes, Carlos	Oper-Ldr	\$23.50	\$35.25
Morales, Eloy	Oper-Ldr	\$23.50	\$35.25
Pinder, Gregory	Oper-Ldr	\$25.50	\$38.25
Santiago, Jessie	Oper-Ldr	\$25.50	\$38.25
Wells, Nathaniel	Oper-Ldr	\$23.50	\$35.25
Pipe Layer	PL	\$26.03	\$39.05
Arana Pineda,Jesus	PL	\$23.00	\$34.50
Arce, Santos	PL	\$28.50	\$42.75
Atha, Zachary	PL	\$23.00	\$34.50
Banks, Laternance	PL	\$23.00	\$34.50
Castanon, Walter	PL	\$23.00	\$34.50
Castro Flores, Ramon	PL	\$23.00	\$34.50
Ceasno, Chedo	PL	\$26.00	\$39.00
MacRoy Jr., Elijah	PL	\$26.00	\$39.00
Meza Rodriguez, Jose	PL	\$28.50	\$42.75
Morales Hernandez,Pedro	PL	\$26.00	\$39.00
Pascual, Andres	PL	\$28.31	\$42.47
Raphael, Mainiau	PL	\$28.50	\$42.75
Samuel, Antonio	PL	\$29.07	\$43.61
Steen, Ronald	PL	\$26.00	\$39.00
Theophilus,Assmic	PL	\$26.00	\$39.00
Velasquez, Tranquino	PL	\$28.66	\$42.99
Skilled Laborer	SL	\$21.46	\$32.18
Abat, Eric	SL	\$21.00	\$31.50
Baker, Timothy Jr	SL	\$23.50	\$35.25
Barragan Oseguera,Juan	SL	\$22.50	\$33.75
Carmey, Maui Juan	SL	\$22.00	\$33.00
Carr, Vincent	SL	\$24.82	\$37.23
Cendejas, Manuel	SL	\$18.50	\$27.75
Dieujuste,Wislet	SL	\$21.00	\$31.50
Dumarsais, Oslin	SL	\$18.50	\$27.75
Gonzalez Dominguez, Rafael	SL	\$22.00	\$33.00
Henrisme, Jackens	SL	\$18.50	\$27.75
Hernandez Villanueva,Luis	SL	\$23.50	\$35.25
Jean, Jean Robert	SL	\$21.00	\$31.50
Julceus, Jerome	SL	\$21.00	\$31.50
Lewis Jr, Delroy	SL	\$18.50	\$27.75
Lormeus, Jacquecy	SL	\$22.50	\$33.75
Louisca, Renel	SL	\$21.00	\$31.50
Michel, Thomas	SL	\$18.50	\$27.75
Molina Rios,Jesus	SL	\$23.50	\$35.25
Nozistene, Frederic	SL	\$21.00	\$31.50
Osuna, Gustavo	SL	\$22.00	\$33.00
Palma Bustillo,Miguel	SL	\$22.50	\$33.75
Philemons, Kechener	SL	\$22.50	\$33.75
Pierre Louis, Fadoul	SL	\$21.00	\$31.50
Pierre Louis, Famoul	SL	\$22.00	\$33.00
Piersaint,Yvon	SL	\$22.00	\$33.00
Regisme, Duquene	SL	\$21.00	\$31.50
Richardson, Andrew	SL	\$21.00	\$31.50
Robinson, Corey	SL	\$18.50	\$27.75
Roundtree, Jarrod	SL	\$22.00	\$33.00
Ruz Fonseca,Angel	SL	\$21.00	\$31.50
Saint Pierre, Kenol	SL	\$22.00	\$33.00
Saint Pierre, Obens	SL	\$21.00	\$31.50
Servilus,Desir	SL	\$23.50	\$35.25
Simmons, Anthony	SL	\$21.00	\$31.50
Torres Garcia, Jorge	SL	\$23.50	\$35.25
Toyo, Jean	SL	\$22.50	\$33.75
Turenne, Ernst	SL	\$22.50	\$33.75
Yanez, Adriel	SL	\$21.00	\$31.50
Support Crew Leader	CL	\$25.76	\$38.64
Arce, Magdaleno	CL	\$27.50	\$41.25
Davis, Jerry	CL	\$26.50	\$39.75
Gil Vazquez,Humberto/ Carp	CL	\$26.00	\$39.00
Harp, Kenneth	CL	\$26.00	\$39.00
Lester, John	CL	\$23.00	\$34.50
Molina, Moises	CL	\$25.30	\$37.95
Pierre, Robens	CL	\$26.00	\$39.00
Support Crew Skilled Labor	SL	\$19.63	\$29.44
Henrisme, Jackens	SL	\$18.50	\$27.75
Michel, Thomas	SL	\$18.50	\$27.75
Phanor, Aniel	SL	\$21.00	\$31.50
Philius, Grady	SL	\$18.50	\$27.75
Philemons, Kechener	SL	\$22.50	\$33.75
Regisme, Duquene	SL	\$21.00	\$31.50
Rodriguez, Araceli	SL	\$18.50	\$27.75
Thomas, Gregory	SL	\$18.50	\$27.75
Truck Driver	D	\$24.20	\$36.30
Clemmons Sr., Derrick	D	\$21.50	\$32.25
Feliciano, Eddie	D	\$23.32	\$34.98
Leon, Zoylo	D	\$25.00	\$37.50
Miller, Howard	D	\$27.17	\$40.76
Tracy, Steven	D	\$24.00	\$36.00

Section I, Item A.

RESOLUTION 2016 - 20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF PAHOKEE RELATING TO COORDINATION OF ROAD AND
UTILITY CONSTRUCTION.

WHEREAS, from time to time, the City hires contractors to perform improvement projects on roads that the City maintains (hereinafter "Projects"); and

WHEREAS, the County owns and operates the public water and wastewater system located within the City, pursuant to the First Amendment to the Interlocal Agreement Establishing the Glades Utility Authority dated 01/15/13 (County Resolution No 2013-0094); and

WHEREAS, the County and the City wish to cooperate in the construction, relocation, and/or adjustment of County Facilities in conjunction with future Projects undertaken by the City.

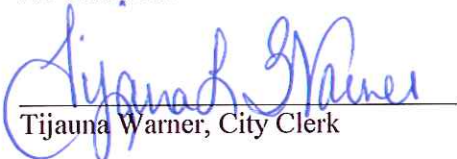
THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE THAT:

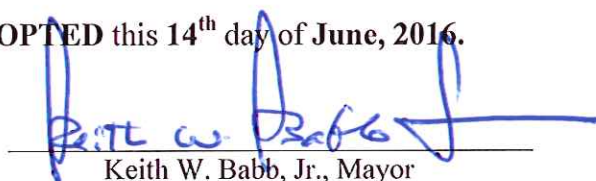
Section 1. The attached Interlocal Agreement is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the agreement on behalf of the City of Pahokee.

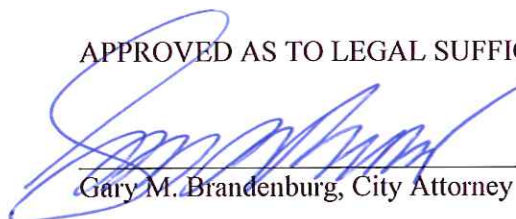
PASSED AND ADOPTED this 14th day of June, 2016.

ATTESTED:

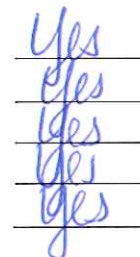

Tijauna Warner, City Clerk


Keith W. Babb, Jr., Mayor

APPROVED AS TO LEGAL SUFFICIENCY:


Gary M. Brandenburg, City Attorney

Mayor Babb
Vice Mayor Hill
Commissioner Holmes
Commissioner Murvin
Commissioner Walker


Yes
Yes
Yes
Yes
Yes

R2016 11168

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY
OF PAHOKEE RELATING TO COORDINATION OF ROAD AND UTILITY
CONSTRUCTION**

SEP 13 2016

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **CITY OF PAHOKEE, FLORIDA**, a municipality organized under the laws of the State of Florida (hereinafter "City").

WITNESSETH

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 that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, from time to time, the City hires contractors to perform improvement projects on roads that the City maintains (hereinafter "Projects"); and

WHEREAS, County owns and operates the public water and wastewater system located within the City, pursuant to that the First Amendment to the Interlocal Agreement Establishing the Glades Utility Authority dated 01/15/13 (County Resolution No 2013-0094); and

WHEREAS, certain Projects may impact existing County water and wastewater pipelines and related appurtenances (hereinafter "County Facilities") or may impact roadways in which the County may intend to relocate and/or install new County Facilities; and

WHEREAS, coordination of the City's Projects with the County's construction, relocation and/or adjustment of County Facilities will provide monetary savings, as well as reduce interruption to vehicular and pedestrian traffic, thereby providing benefits to both the City and the County; and

WHEREAS, County and City wish to cooperate in the construction, relocation, and/or adjustment of County Facilities in conjunction with future Projects undertaken by the City.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and City hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. Term/Effective Date. This Agreement shall become effective upon approval by both parties and continue for a period of twenty-five (25) years. The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners (the "Effective Date").
3. Procedure. The parties agree to comply with the following procedure related to the coordination of road/utility construction: City shall notify County of any upcoming Projects prior to

bidding said Project. Should County wish to incorporate the construction, relocation, or adjustment of any County Facilities within the Project, County shall provide to City all terms and conditions related to construction, relocation, or adjustment of County Facilities that the County wishes to be included in the Project bidding/contract documents. Following the selection of a contractor and award of the contract by City, City shall notify the County of the total estimated costs related to the construction, relocation, or adjustment of County Facilities. The County Administrator or designee shall then prepare a cost estimate with respect to the County's expected contribution towards the project based upon all available data at the time and the parties shall then execute a memorandum, a copy of which is attached hereto and incorporated herein as Exhibit "A", in order to confirm that the County agrees to provide the funds for the utility work, surveying, geotechnical, inspections, mapping and plan drafting. Should changing conditions increase the estimated costs, City shall provide notice of the increase to the County, and, should the County wish to continue the construction, the County Administrator or designee shall execute a revised memorandum for the new estimated cost total.

4. Payment. During construction of the Project, City shall invoice the County based on approved pay applications submitted to the City for which the County shall not unreasonably refuse to pay. County will, within (7) days after receipt of each invoice, either by non response indicate agreement to pay City or return the invoice to City indicating in writing County's reasons for refusing to make payment due to payment being outside of the terms of the County's projected cost estimate. Where accepted, said payment shall be made by County within (45) days of receipt of invoice from the City. Following completion of the Project, and after "As-built" quantities are established, the City and County shall agree as to the final cost of the construction, relocation, or adjustment of County Facilities. City shall provide County with a final invoice. County will, within (25) days after receipt of final invoice, either indicate in writing agreement to pay City or return the invoice to City indicating in writing County's reasons for refusing to make payment, for which the County shall not unreasonably withhold. Where accepted, said payment shall be made by County within (45) days of receipt of invoice from the City. If it is determined that the County overpaid for the utility portion of the Project, a refund request shall be submitted in writing to City within (25) days of final invoice. Following payment by the County, a bill of sale in an agreed-upon form shall be provided to the County from the City and the City's contractor.

5. Completion of Work by Palm Beach County. Notwithstanding the foregoing, the County shall be permitted to complete any work on County Facilities by using its own personnel or contractors. In any such case, the work must be completed in a timely manner that will not result in any delays to the contractor selected by City to complete the Project.

6. Termination: The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.

7. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute

a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for County and City shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

8. Indemnification County and City acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. County and City agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

9. Force Majeure In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plan failures and water main breaks, neither party shall be liable for such non-performance.

10. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred 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 now or hereafter.

11. Successors and Assigns County and City 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. Neither County nor City shall assign, sublet, convey or transfer its interest in this Agreement without prior written consent of the other.

12. Waiver. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have to any subsequent breach, default, or non-performance, and

said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

13. 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 by any court of competent jurisdiction, then 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.

14. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to City, shall be mailed or delivered to City at:

Office of the City Clerk
City of Pahokee
207 Begonia Drive
Pahokee, Fl. 33476
Attn: Tijauna Warner

And if to County, shall be mailed or delivered to:

Palm Beach County Water Utilities Department
 8100 Forest Hill Boulevard
 P.O. Box 16097
 West Palm Beach, FL 33416-6097
 Attn: Department Director

with a copy not to constitute notice to:

County Attorney
 301 North Olive Ave.
 Suite 601
 West Palm Beach, FL 33401

15. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

16. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented, or discharged by an instrument in writing signed by the parties hereto.

17. Entirety of Agreement. County and City agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are not 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.

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

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

19. No Third Party Beneficiary. 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 the City.

20. Non-discrimination. City and County warrant and represent that all of their employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and City have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

R2016 11168 SEP 13 2016

ATTEST:

Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: Glendia Y. Haring
Clerk Deputy Clerk



By: Hal R. Valeche
Mary Lou Berger, Mayor
Hal R. Valeche

(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Jim [Signature]
Director of Water Utilities

ATTEST: CITY OF PAHOKEE, FLORIDA

By: Tijauna Warner
Tijauna Warner, City Clerk

By: Keith Babb, Jr.
Keith Babb, Jr., Mayor

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By: Gary Brandenburg
Gary Brandenburg, City Attorney

EXHIBIT A - MEMORANDUM

In accordance with the Interlocal Agreement between Palm Beach County and the City of Pahokee Relating to Coordination of Road and Utility Construction (County Resolution No. R _____) (hereinafter "Interlocal Agreement"), this memorandum shall confirm that Palm Beach County agrees to reimburse the City of Pahokee the amount of _____ for utility construction, relocation, and/or adjustment in conjunction with City Project No. _____. Attached hereto and incorporated herein as Attachment 1 is a cost estimate detailing the agreed upon reimbursement. Payment terms shall be as set forth in the Interlocal Agreement.

PALM BEACH COUNTY

By: _____
County Administrator or Designee

Date: _____

WATER UTILITIES DEPARTMENT APPROVAL

By: _____

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: _____
County Attorney

EXHIBIT A - MEMORANDUM

In accordance with the Interlocal Agreement between Palm Beach County and the City of Pahokee Relating to Coordination of Road and Utility Construction (County Resolution No. R 2016-1168) (hereinafter "Interlocal Agreement"), this memorandum shall confirm that Palm Beach County agrees to reimburse the City of Pahokee the amount of \$46,800.00 for utility construction, relocation, and/or adjustment in conjunction with City Project No. 442030-1-54-01. Attached hereto and incorporated herein as Attachment 1 is a cost estimate detailing the agreed upon reimbursement. Payment terms shall be as set forth in the Interlocal Agreement.

PALM BEACH COUNTY

G.D. By: Jim Stiles
County Administrator or Designee

Date: 4-5-19

WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature]
Director of Finance and Administration

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney



PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
INTER-OFFICE MEMORANDUM

DATE: March 4, 2021

TO: Jim Stiles
Director, Water Utilities Department

FROM: Jackie Michels, PE
Plan Review Manager, Water Utilities Department

RE: Exhibit A – Memorandum for Interlocal – Request for Approval

Project: City of Pahokee Barfield Highway Reconstruction – Utility Replacement
WUD #19-042, FDOT # 442030-1-54-01

The City of Pahokee (City) proposes improvements to Barfield Highway from East 7th Street to East Main Street. These improvements will necessitate the replacement and relocation of the existing 6" transmission water main with a 12" transmission water main and the replacement of existing sanitary sewer services. In order to include the water and sewer project with the roadway improvement project the City requires the County to enter into a "Memorandum" confirming the County agreement to reimburse the City the amount of \$1,046,389.66 to have the roadway contractor perform the work. Please sign Exhibit "A" and return to my attention as soon as possible.

Thank You!

Attachment: Exhibit A – Memorandum of the Interlocal Agreement with Construction
Cost Estimate

ts

EXHIBIT A - MEMORANDUM

In accordance with the Interlocal Agreement between Palm Beach County and the City of Pahokee Relating to Coordination of Road and Utility Construction (County Resolution No. R 2016-1168) (hereinafter "Interlocal Agreement"), this memorandum shall confirm that Palm Beach County agrees to reimburse the City of Pahokee the amount of \$1,046,389.66 for utility construction, relocation, and/or adjustment in conjunction with City Project No. 442030-1-54-01 Attached hereto and incorporated herein as Attachment 1 is a cost estimate detailing the agreed upon reimbursement. Payment terms shall be as set forth in the Interlocal Agreement.

PALM BEACH COUNTY

By: Jim Stiles
County Administrator or Designee

Date: 3-8-2021

WATER UTILITIES DEPARTMENT APPROVAL

By: Jim Stiles

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Michael W. Jones
By: Jones
County Attorney

Digitally signed by Michael W. Jones
DN: DC=org, DC=pbgov, OU=Enterprise, OU=CATT,
OU=Users, CN=Michael W. Jones,
E=MJones@pbgov.org
Reason: I am the author of this document
Location: your signing location here
Date: 2021.03.04 11:17:15-05'00'
Fossil Reader Version: 10-1-1

ENGINEERING CONSTRUCTION COST ESTIMATE
 FPID 441030-1-54-01
 Barfield Highway Water Main Replacement
 February, 2021

Pay Item	Description	Unit	Qty.	Unit Cost	Sub-Total
WATER					
0101- 1-	MOBILIZATION (5%)	LS	1.000	\$48,510.29	\$48,510.29
0102- 1-	MAINTENANCE OF TRAFFIC (10%)	LS	1.000	\$97,020.59	\$97,020.59
1050 16002	UTILITY PIPE, REMOVE & DISPOSE, 2 - 4.9"	LF	300.000	\$10.60	\$3,180.00
1050 16003	UTILITY PIPE, REMOVE & DISPOSE, 5-7.9"	LF	4474.000	\$8.95	\$40,042.30
1050 16004	UTILITY PIPE, REMOVE & DISPOSE, 8-19.9"	LF	251.000	\$13.26	\$3,328.26
1050 3128	UTILITY PIPE, F&I, PVC, WATER / SEWER, 8"	LF	900.000	\$38.70	\$34,830.00
1050 31212	UTILITY PIPE, F&I, PVC, WATER / SEWER, 12"	LF	3905.000	\$59.85	\$233,714.25
1050 5126	UTILITY PIPE, F&I, DI/CI, WATER / SEWER, 6"	LF	588.000	\$182.45	\$107,280.60
1050 5128	UTILITY PIPE, F&I, DI/CI, WATER / SEWER, 8"	LF	101.000	\$87.40	\$8,827.40
1055 11416	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, F&I, ELBOW 6"	EA	54.000	\$650.00	\$35,100.00
1055 11414	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, F&I, ELBOW 8"	EA	6.000	\$758.21	\$4,549.26
1055 51112	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, F&I, ELBOW 12"	EA	12.000	\$835.42	\$10,025.04
1055 51208	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, F&I, TEE 8"	EA	4.000	\$1,535.76	\$6,143.04
1055 51212	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, F&I, TEE 12"	EA	15.000	\$1,191.50	\$17,872.50
1055 51308	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, F&I, REDUCER 8"	EA	3.000	\$668.25	\$2,004.75
1055 51312	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, F&I, REDUCER 12"	EA	2.000	\$743.02	\$1,486.04
1055 51508	UTILITY FITTINGS, DI/CI, F&I, CAP/PL, 8"	EA	2.000	\$838.37	\$1,676.74
1055 51612	UTILITY FITTINGS, DI/CI F&I, CROSS, 12"	EA	1.000	\$1,000.00	\$1,000.00
1060 11211	UTILITY STRUCTURE, BELOW GROUND, F&I, WATER /SEWER, 0- 80 FT3, 0 - 6'	EA	2.000	\$3,700.00	\$7,400.00
1060 11222	UTILITY STRUCTURE, BELOW GROUND, F&I, WATER /SEWER > 80 FT3, 6.1 - 12'	EA	4.000	\$8,507.46	\$34,029.84
1060 16	UTILITY STRUCTURE, BELOW GROUND, REMOVE & DISPOSE	EA	4.000	\$2,686.63	\$10,746.52
1070 1 10	UTILITY AUXILIARY ITEMS, SIGN UP TO 12 SF	EA	10.000	\$500.00	\$5,000.00
1080 21106	UTILITY FIXTURE, VALVE/METER BOX, F&I, 6"	EA	15.000	\$645.86	\$9,687.90
1080 21108	UTILITY FIXTURE, VALVE/METER BOX, F&I, 8"	EA	6.000	\$1,243.27	\$7,459.62
1080 21112	UTILITY FIXTURE, VALVE/METER BOX, F&I, 12"	EA	7.000	\$1,500.00	\$10,500.00
1080 23102	UTILITY FIXTURES, TAPPING SADDLE / SLEEVE, F&I, 2"	EA	48.000	\$1,238.39	\$59,442.72
1080 24106	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 6"	EA	15.000	\$1,337.02	\$20,055.30
1080 24108	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 8"	EA	6.000	\$1,913.88	\$11,483.28
1080 24112	UTILITY FIXTURE, VALVE ASSEMBLY, FURNISH AND INSTALL, 12"	EA	7.000	\$3,401.47	\$23,810.29
1080 26106	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 6"	EA	1.000	\$2,120.50	\$2,120.50
1080 26112	UTILITY FIXTURE, VAC/AIR ASSEMBLY, FURNISH & INSTALL 12"	EA	1.000	\$4,423.46	\$4,423.46
1080 27106	UTILITY FIXTURE- LINE STOP ASSY, F&I, 6"	EA	1.000	\$6,362.57	\$6,362.57
1080 27108	UTILITY FIXTURE- LINE STOP ASSY, F&I, 8"	EA	1.000	\$6,966.77	\$6,966.77
1080 27112	UTILITY FIXTURE- LINE STOP ASSY, F&I, 12"	EA	1.000	\$9,409.61	\$9,409.61
1080 29106	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, F&I, 6"	EA	190.000	\$315.68	\$59,979.20
1080 29108	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, F&I, 8"	EA	42.000	\$307.39	\$12,910.38
1081 29112	UTILITY FIXTURE, MECHANICAL JOINT RESTRAINT, F&I, 12"	EA	91.000	\$478.03	\$43,500.73
1080 32102	UTILITY FIXTURES, SAMPLE POINT, F&I, 2"	EA	13.000	\$1,203.27	\$15,642.51
1644112 06	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 6"	EA	13.000	\$6,930.00	\$90,090.00
1644900	FIRE HYDRANT, REMOVE	EA	6.000	\$1,354.08	\$8,124.48
SUB-TOTAL (WATER) =					\$871,991.38
CONTINGENCY (20%) =					\$174,398.28
TOTAL =					\$1,046,389.66

* Item Unit Costs are based on the FDOT Historical Average Unit Cost for Area 12 and Statewide from April 2019 to March 2020.



AGENDA

MEMORANDUM

TO: HONORABLE MAYOR & CITY COMMISSIONERS

VIA: RODNEY LUCAS, CITY MANAGER

FROM: Peggy Boule, Community & Economic Development Director

SUBJECT: Community & Economic Development Department

DATE: October 13, 2022

GENERAL SUMMARY/BACKGROUND:

Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended).

Through this grant the City shall provide code enforcement services. These activities are determined to be Rehabilitation and Preservation Activities – Code Enforcement.

BUDGET IMPACT: Available funding not to exceed \$ \$42,651 (“Grant Funds”) to the City of Pahokee.

LEGAL NOTE: N/A

STAFF RECOMMENDATION:

The Department of Community & Economic Development recommends approval of this City of Pahokee Code Enforcement CDBG FY 22-23 Grant Agreement.

ATTACHMENTS:

Resolution 2022 - 52

City of Pahokee Code Enforcement CDBG FY 22-23 Grant Agreement

RESOLUTION 2022 - 52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY OF PAHOKEE, TO ENTER INTO, A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AGREEMENT WITH PALM BEACH COUNTY FOR CODE ENFORCEMENT SERVICES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A" HERETO; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its FY2022/2023 CDBG Action Plan, and the City of Pahokee, desire to provide the activities specified in Exhibit "A" of this Agreement; and

WHEREAS, Palm Beach County specifically desires to engage the City of Pahokee ("Subrecipient"), to implement such undertakings pursuant to the terms of Exhibit "A" and make available funding to the City not to exceed \$42,651 ("Grant Funds") in exchange for certain activities.

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

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

Section 2. Authorization of Mayor and City Administrator. The City Commission of the City of Pahokee, Florida hereby authorizes the Mayor and City Manager to enter into a one (1) year CDBG grant agreement with Palm Beach County. The City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 25th day of October, 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:
Commissioner Boldin
Commissioner Gonzalez
Commissioner Perez
Vice-Mayor Murvin
Mayor Babb

_____(Yes)

_____(Yes)

_____(Yes)

_____(Yes)

_____(Yes)

_____(No)

_____(No)

_____(No)

_____(No)

_____(No)

AND

CITY OF PAHOKEE

THIS AGREEMENT, with an effective date of **October 1, 2022**, by and between **Palm Beach County**, a political subdivision of the State of Florida, , and the **City of Pahokee**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **207 Begonia Drive, Pahokee, FL 33476**.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its FY2022/2023 CDBG Action Plan, and the **City of Pahokee**, desire to provide the activities specified in Exhibit "A" of this Agreement; and

WHEREAS, Palm Beach County desires to engage the City of Pahokee ("Subrecipient"), to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding not to exceed \$ **\$42,651** ("Grant Funds") to the Subrecipient in exchange for said activities.;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DHED" means Palm Beach County Department of Housing & Economic Development
- (D) "Subrecipient" means the **City of Pahokee**, a Subrecipient as defined in 2 CFR Part 200.
- (E) "DHED Approval" means the written approval of the DHED Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and Moderate Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Subrecipient will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient shall provide code enforcement services. These activities are determined to be **Rehabilitation and Preservation Activities – Code Enforcement**, under 24 Code of Federal Regulations (CFR) 570.202(c).

Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **SCOPE OF SERVICES**

The Subrecipient shall, in a satisfactory and proper manner as determined by DHED, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Subrecipient agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DHED Director or designee-approved expenditures and encumbrances made by the Subrecipient under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DHED and U.S. HUD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$198,947** for the period of **October 1, 2022**, through and including **December 31, 2023**. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD. The effective date shall be the date of execution of this Agreement, and the services of the Subrecipient shall be undertaken and completed in light of the purposes of this Agreement. In any event, services required herein shall be completed by the Subrecipient prior to **December 31, 2023**.

8. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any subcontractors hereunder.

The Subrecipient shall request payments or reimbursements from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED.

Each request for payment or reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient may at any time after the expiration of this Agreement request from the County reimbursement for payments made by the Subrecipient during the term of this Agreement by submitting to DHED the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment.

9. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all project funding and submit such plan to the DHED Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written Agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD.

Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) **PURCHASING**

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed Subrecipient's purchasing code and 2 CFR Part 200, which is incorporated herein by reference.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND U.S. HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate payments if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or U.S. HUD.

(G) **PROGRAM - GENERATED INCOME**

All income earned by the Subrecipient from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DHED. Such income shall only be used to undertake the activities authorized by this Agreement. DHED must verify and approve the eligibility and reasonableness of all expenses which the Subrecipient requests to be deducted. Accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference.

The Subrecipient may request that said program income be used to fund other eligible uses, subject to DHED approval, and provided that the Subrecipient is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Subrecipient shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Subrecipient hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Subrecipient's program income.

The requirements of this section shall survive the expiration or early termination of this Agreement.

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

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

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination. The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low and Moderate Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DHED, the Subrecipient shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation activities as determined necessary by DHED and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Subrecipient agrees to furnish upon request to DHED, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

14. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business, with respect to all matters covered by this Agreement.

15. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

16. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

17. REVERSION OF ASSETS

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of CDBG funds for the acquisition of, or improvements to, the property. **This Reversion provision shall survive the expiration or termination of this Agreement.**

18. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

19. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Subrecipient against any actions, claims, or damages arising out of the County's negligent or intentional acts in connection with this Agreement, and the Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Subrecipients's performance of the terms of this Agreement or due to the intentional acts or omissions of Subrecipient.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, 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. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

The provisions of this indemnification clause shall survive the expiration and/or early termination of this Agreement.

20. INSURANCE BY SUBRECIPIENT (MUNICIPALITY):

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- A. **Commercial General Liability**: Municipality shall maintain limit of liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. **Business Automobile Liability**: Insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- C. **Workers' Compensation**: Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.
- D. **Waiver of Subrogation**: Except where prohibited by law, Municipality hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. 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, then Municipality shall 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 of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Municipality enter into such an agreement on a pre-loss basis.

- E. **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Municipality shall deliver to the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

- F. **Right to Revise or Reject:** 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, coverage, or endorsements.

21. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Subrecipient's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

22. CONFLICT OF INTEREST

The Subrecipient represents that it presently has 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 Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County'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 Subrecipient's judgement 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 Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion by certified mail within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient 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 to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the project's target area.

23. CITIZEN PARTICIPATION

The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist DHED in the implementation of the Citizen Participation Plan, as requested by DHED.

24. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications, publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

25. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

- (A) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
- (B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (E) Florida Statutes, Chapter 112;
- (F) Palm Beach County Purchasing Code;
- (G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (H) Section 448.095, Florida Statutes (F.S.) (E-Verify): <https://www.e-verify.gov/>

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

26. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payment to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

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.

28. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Subrecipient, and signed by both parties.

29. NOTICE

All notices required to be given under this Agreement shall be sufficient when delivered to DHED at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Subrecipient when delivered to its address on page one (1) of this Agreement. Notices may be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

30. INDEPENDENT CONTRACTOR AND EMPLOYEES

The Subrecipient agrees that, in all matters relating to this Agreement, it will be acting as an independent contractor and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

31. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient 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 thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, 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, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, 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, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. 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 state 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 the Subrecipient.

35. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

36. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

37. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient 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 Subrecipient 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 Subrecipient does not transfer the records to the County.
- D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient 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 Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient 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 Subrecipient 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. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

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

38. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County provides otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

39. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its subconsultants an affidavit stating that the subconsultant 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. Subrecipient shall maintain a copy of any such affidavit from a subconsultant 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 Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the subconsultant and Subrecipient shall immediately terminate its contract with the subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

40. ENTIRE UNDERSTANDING

The County and the Subrecipient agree that this Agreement sets forth the entire understanding 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 INTENTIONALLY LEFT BLANK

WITNESS our Hands and Seals on this _____ day of _____, 2022.

(SUBRECIPIENT SEAL BELOW)

CITY OF PAHOKEE

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

By: _____
Tijauna Warner, City Clerk

By: _____
Rodney Lucas, City Manger

By: _____
Attorney for Subrecipient
(Signature Optional)

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

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Dept. of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT “A”

SCOPE OF WORK

1. THE MUNICIPALITY AGREES TO:

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to carry out code enforcement activities within the target area designated below. Specifically, CDBG funds will be used to cover all or partial salary and benefits (Health Insurance, Worker’s Compensation, FICA and Pension Contributions) of one (1) Code Enforcement Officer, (hereinafter referred to as “Officer”).
- B. **CODE ENFORCEMENT OFFICERS:** As described above, the Municipality shall employ a full- Officer in connection with this Agreement. The Officer shall be able to carry out the tasks described herein and shall demonstrate the qualifications that enable him/her to do so. The Officer shall, at a minimum, evaluate and document code violations such as: overgrown grass, illegal dumping, illegal construction, blight, graffiti, water waste, perform site inspections, package and mail documents to code violators, prepare for hearings before a Special Magistrate, and address public complaints regarding citations received.

As a prerequisite to submitting reimbursement requests to DHED, the Municipality shall submit the following documents:

- Documentation demonstrating that the position of the Officer (if such position was filled as a new position as a result of this Agreement) was competitively solicited prior to the Officer’s appointment to the position, and demonstrate that the opening for this position was advertised in a public forum in order to elicit applications from all prospective applicants.
 - Documentation showing the annual or hourly salary paid for the position of the Officer.
 - Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individual is entitled).
 - List of all paid holidays.
- C. **DETERMINATION OF TARGET AREA and IDENTIFICATION OF DETERIORATED CONDITIONS**
- The code enforcement activity must be concentrated in an area which is largely deteriorated. The City of Pahokee must delineate the boundaries of the target area and document the existing deteriorated conditions. The City must maintain this documentation on file. Also, the City will submit, upon request, to DHED, not to exceed semi-annually, approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the target area.

- D. **REPORTS:** The Municipality shall maintain and submit to DHED the following reports:
- (1) **Daily Activity Record**, attached hereto as Schedule “II”, shall be submitted to DHED by the **15th day of each month**, and shall document the actual number and description of the code enforcement activities performed. These activities shall be performed within the CDBG Target Area which is defined as all land with the legal boundaries of the Municipality.
 - (2) **Detailed Monthly Narrative Report**, attached hereto as Schedule “III”, shall be submitted to DHED by the **15th day of each month**, outlining the status of specific activities identified in the Scope of Work. The **Detailed Monthly Narrative Report** (Schedule “III”) shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.
- E. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for all or partial salary and benefits under the CDBG Budget, attached hereto as Schedule “IV”. Specifically, funds shall be used for all or partial salary and benefits (FICA, health/life insurance, Workman’s Compensation and pension contributions) for the Officer.
- The budget, contained herein as Schedule “IV”, reflects the estimated costs of the salary and benefits covered through this Agreement. The actual amounts requested for reimbursement may vary but the total amount reimbursed shall not exceed **\$42,651.**
- F. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Municipality shall comply with the following Performance Benchmarks:
- (1) Expend, and request reimbursement from the County, of at least 75% (**\$31,988.25**) of the funding allocation no later than **July 15, 2023**; and
 - (2) Expend the remainder of the funding allocation by **September 30, 2023.**

This Agreement may be amended to decrease and/or recapture grant funds from the Municipality depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by DHED.

The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the Municipality to comply with these Performance Benchmarks may negatively impact its ability to receive future CDBG funding allocations.

The Municipality further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter of the Municipality’s compliance with the above.

- G. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the **15th day of each month**, consecutively numbered invoices to DHED in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an original invoice and a **cover sheet, attached hereto as Schedule "I"**, which shall be signed by a person authorized by the Municipality to submit invoices. Additionally, a **Daily Activity Record, attached hereto as Schedule "II"**, shall be submitted with each request for reimbursement. It shall include all required supporting documentation, including:
- A copy of the daily time sheets which account for all time worked by the Officer. The time sheets must also demonstrate the specific tasks undertaken by the Officer on such properties and the time taken to complete each task.
 - Copies of the payrolls and paychecks to the Officer corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, etc.), and satisfactory proof that the Municipality has paid any employer contributions due (i.e., contribution to FICA, health insurance, retirement, etc.)
 - Copies of documents satisfactorily proving that the Municipality has paid, on behalf of the employee, all contributions which are the responsibility of the employer.
- H. **REPAYMENT:** The Municipality shall repay to the County funds reimbursed under this Agreement if the Municipality fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which result in HUD requiring repayment from the County.

2. COUNTY RESPONSIBILITIES:

- A. Reimburse the Municipality an amount not to exceed **\$42,651** for all or partial salary and benefits (Health Insurance, Worker's Compensation, FICA and Pension Contributions) of a Code Enforcement Officer as delineated in the budget below:

NOTE: DHED may adjust amounts within the above budget line items on Schedule "IV", provided that the total amount paid to the Municipality does not exceed **\$42,651**.

- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED, may be conducted by DHED staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to DHED on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

SCHEDULE "I"

INVOICE COVER SHEET

USE CITY LETTERHEAD STATIONERY

TO: **Department of Housing & Economic Development**
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: **City of Pahokee**
207 Begonia Drive
Pahokee, FL 33476

Telephone: _____

SUBJECT: **INVOICE REIMBURSEMENT NO.** _____
AGREEMENT NO. (R_____ - _____)

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____.
The expenditures for this invoice cover the period from _____ through
_____. You will also find attached supporting documentation relating to the
expenditures involved.

Approved for Submission

Date

SCHEDULE "II"**DAILY ACTIVITY RECORD**

Period covered by this reimbursement request _____ Page _____ of _____

DATE	DESCRIPTION OF CODE ENFORCEMENT WORK PERFORMED and HOURS	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITIES	IS ADDRESS WITHIN CDBG TARGET AREA
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
	_____ Hrs.		
TOTAL HOURS			

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with DHED. I further acknowledge that all information herein is subject to verification by DHED, Palm Beach County, U.S. HUD or their agents.

(Signature)_____
(Printed Name and Title)_____
(Date)

SCHEDULE "III"**DETAILED MONTHLY NARRATIVE REPORT****A. AGREEMENT INFORMATION**

AGREEMENT NUMBER: R_____ - _____ Month Covered: _____

Municipality: **City of Pahokee**Address: **207 Begonia Drive
Pahokee, FL 33476**

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: October 1, 2022 to September 30, 2023**B.1. CONTRACT FUNDING**

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$_____	\$_____	_____%
CDBG Funding:	\$_____	\$_____	_____%
ESGP Funding:	\$_____	\$_____	_____%
Other Funding:	\$_____	\$_____	_____%

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

All income earned by the Municipality from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Municipality if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to DHED.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$_____	\$_____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:

A. HIGHLIGHTS OF THE PERIOD:

B.	<u>ACTIVITIES</u>	<u>#BENEFICIARIES</u> <u>THIS PERIOD</u>	<u>#BENEFICIARIES</u> <u>YTD</u>	<u>CONTRACT GOAL</u>
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C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

SCHEDULE "IV"

ORGANIZATION: City of Pahokee PROGRAM: Code Enforcement FY 2022-23 PALM BEACH COUNTY CDBG								CONTACT NAME: Lynne Ladner TITLE: Finance Director PHONE: 561-924-5534, Ext 2011 / lladner@cityofpahokee.com							
A. PERSONNEL EXPENSES															
Salaries:															
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Please Specify)	% Alloc to Program	Other Funding (City of Pahokee)	Total
Code Enforcement Officer	1	\$46,000.00	68.84%	\$31,667	0%	\$0	0%	\$0	0%	\$0	0%	\$0	31.16%	\$14,333	\$46,000
Code Compliance Clerk - PT															
(Code Enforcement Officer)	1	\$11,648.00	0%	\$0	0%	\$0	0%	\$0	0%	\$0		\$0	100%	\$11,648	\$11,648
Code Compliance Clerk - PBZ Manager	1	\$51,000.00	0%	\$0	0%	\$0	0%	\$0	0%	\$0		\$0	100%	\$51,000	\$51,000
Clerk Specialist	1	\$31,200.00	0%	\$0	0%	\$0	0%	\$0	0%	\$0		\$0	100%	\$31,200	\$31,200
Total Salaries	4	\$139,848.00		\$31,667		\$0		\$0		\$0		\$0		\$108,181	\$139,848
Fringe Benefits (Code Enforcement Officer):															
Health/Life Insurance				\$5,027		\$0		\$0		\$0		\$0		\$19,803	\$24,830
Retirement				\$2,327		\$0		\$0		\$0		\$0		\$7,952	\$10,279
Worker's Compensation				\$1,207		\$0		\$0		\$0		\$0		\$990	\$2,197
FICA				\$2,423		\$0		\$0		\$0		\$0		\$8,275	\$10,698
Total Benefits (Code Compl. Officer:				\$10,984		\$0		\$0		\$0		\$0		\$37,020	\$48,004
Sub-Total Personnel				\$42,651		\$0		\$0		\$0		\$0		\$145,201	\$187,852
B. OPERATING COSTS															
1 Professional Fees															
	Audit Fees			\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Other			\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Other			\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance															
3 Supplies															
4 Communications/Postage/Shipping															
5 Other/Training															
Subtotal Operating Costs				\$0		\$0		\$0		\$0		\$0		\$0	\$0
C. ADMINISTRATIVE COSTS															
				\$0		\$0		\$0		\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				\$42,651		\$0		\$0		\$0		\$0		\$145,201	\$187,852

RESOLUTION 2022 - 53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPOINTING FIVE (5) MEMBERS TO THE CHARTER REVIEW BOARD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Pahokee requires the establishment of a Charter Review Board once every five years; and

WHEREAS, the City Commission of the City of Pahokee (“City Commission”) desires to appoint five (5) members to the Charter Review Board pursuant to Article V, Section 5.01 of the City of Pahokee’s Charter; and

WHEREAS, applicable provisions of the City Charter provide that: “five (5) electors of the city holding no other office, appointment or employment in the government of the city, except on advisory bodies of the city shall be appointed”; and

WHEREAS, the Charter further provides that such board shall review the Charter, and within ninety (90) days after such appointment, recommend to the commission such alterations, revisions, and amendments, if any, to the Charter, as in its judgment are desirable; and

WHEREAS, the City Commission desires that the Mayor and each commissioner appoint one person to the Charter Review Board as set forth herein.

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

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

Section 2. Appointment of Members. The City Commission hereby appoints the following members to the Charter Review Board:

- (1) _____ (Appointed by Mayor Babb)
- (2) _____ (Appointed by Vice-Mayor Murvin)
- (3) _____ (Appointed by Commissioner Boldin)
- (4) _____ (Appointed by Commissioner Gonzalez)
- (5) _____ (Appointed by Commissioner Perez)

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

PASSED and ADOPTED this _____ day October 2022.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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