



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, August 23, 2016 6:00 p.m.

360 E. Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the August 23, 2016 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

1. PROPOSED BUDGET FISCAL YEAR 2016/2017

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, AUGUST 23, 2016 6:30 P.M.



- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
 - 1. **RESOLUTION 2016 – 30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT WITH PALM BEACH COUNTY FOR CDBG FUNDS IN THE AMOUNT OF \$26,310 FOR CODE ENFORCEMENT SERVICES.**
 - 2. **RESOLUTION 2016-31A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PAHOKEE AND THE SCHOOL BOARD OF PALM BEACH COUNTY FOR THE PURPOSE OF MUTUAL USE OF RECREATIONAL FACILITIES.**
 - 3. **RESOLUTION 2016 – 32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR COMMUNITY BASED AGENCIES.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
 - 1. **Commissioner Melissa Mckinlay (6:45pm)**
 - 2. **Palm Beach County Fire Rescue**
 - 3. **Dem Muck Boys**
 - 4. **CROS Ministries Mission Team**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
- P. OLD BUSINESS:
- Q. NEW BUSINESS:
 - 1. **Lieutenant Piccolo (PBSO Report)**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:

RESOLUTION 2016 – 30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT WITH PALM BEACH COUNTY FOR CDBG FUNDS IN THE AMOUNT OF \$26,310 FOR CODE ENFORCEMENT SERVICES.

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 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 made available \$26,310 to the City of Pahokee to provide code enforcement services to enforce applicable housing and building code; and

WHEREAS, Palm Beach County desires to engage the City of Pahokee to implement such undertakings of the Community Development Block Grant Program.

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

Section 1. The term of this agreement shall be effective October 1, 2016 through September 30, 2017.

Section 2. The Mayor is hereby authorized and directed to execute the attached Agreement with Palm Beach County.

PASSED AND ADOPTED this 23rd day of AUGUST, 2016.

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Mayor Babb _____
Vice Mayor Hill _____
Commissioner Holmes _____
Commissioner Murvin _____
Commissioner Walker _____

Gary M. Brandenburg, City Attorney

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

THE CITY OF PAHOKEE

THIS AGREEMENT, entered into on _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program 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 CDBG 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** made **\$26,310** in CDBG funds available to the **City of Pahokee** to provide services to low and moderate income property owners within its Municipal boundaries by funding code enforcement services to enforce applicable housing and building codes.

WHEREAS, **Palm Beach County** and the **City of Pahokee** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the **City of Pahokee** to implement such undertakings of the CDBG Program.

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 Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability.
- (D) "Municipality" means the **City of Pahokee**.
- (E) "DES Approval" means the written approval of the DES Director or designee.
- (F) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's 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 Municipality will implement the Scope of Services set forth in Exhibit A of this Agreement. At least fifty one percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

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

4.

GENERAL COMPLIANCE

The Municipality 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 Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 58. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5.

SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks outlined in Exhibit "A" and submit invoices printed on the Municipality's letterhead using the format in Exhibit "B", both Exhibits being attached hereto and made a part hereof.

6.

MAXIMUM COMPENSATION

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **TWENTY SIX THOUSAND THREE HUNDRED TEN DOLLARS (\$26,310)** for the period of October 1, 2016 through September 30, 2017. Any funds not obligated 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 under Grant Number B-16-UC-12-0004. The effective date shall be October 1, 2016 and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by September 30, 2017.

8.

METHOD OF PAYMENT

The County agrees to reimburse the Municipality for all eligible budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement. In no event shall the County provide advance funding to the Municipality or any subcontractor hereunder. The Municipality shall request reimbursements from the County by submitting to DES proper documentation. Satisfactory proof of payment by the Municipality shall consist of originals of invoices, receipts, or other evidence of indebtedness. In the event an original document cannot be presented, the Municipality must furnish copies, if deemed satisfactory and acceptable by DES.

Each request for reimbursement submitted by the Municipality shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to DES for approval no later than thirty (30) days after the date of payment by the Municipality. Payment shall be made by the Palm Beach County Finance Department, upon proper presentation of invoices and reports approved by the Municipality and DES. Invoices will not be honored or approved if received by DES later than forty-five (45) days after the expiration date of this Agreement.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in DES Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee.

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

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial system analysis or an audit of the Municipality or of any of its subcontractors 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 the capability of the Municipality to fiscally manage the project in accordance with Federal, State and County requirements.

(C) SUBCONTRACTS

None of the work or services covered by this Agreement, including but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the DES Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(D) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are 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 DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES shall have the right under this Agreement to suspend or terminate payments, if after provided written notice, the Municipality does not comply with any additional conditions that may be imposed by DES, the County or U.S. HUD at any time.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

The following, among others, require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

- (i) All subcontracts and agreements pursuant to this Agreement;
- (ii) All capital equipment expenditures of \$1,000 or more;
- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (iv) All change orders;
- (v) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from CDBG funds, whether for merit or cost of living.

(H)

PROGRAM-GENERATED INCOME

The Municipality shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference. All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to DES on a monthly basis.

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

The requirements of this Paragraph shall survive the expiration or earlier termination of this Agreement.

10.

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Municipality acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Municipality has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Municipality shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

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 Municipality 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 Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of 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 its Annual Consolidated Plan approved by U.S. HUD.

12.

PROJECT BENEFICIARIES

At least fifty one percent (51%) of the beneficiaries of a project funded through this Agreement must be low and moderate income persons or persons presumed to be low/moderate income. All beneficiaries of this Agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 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 Municipality shall provide written verification of compliance to DES upon DES's request.

13.

EVALUATION AND MONITORING

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions. **Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by DES. Standard performance, as determined by DES, will constitute noncompliance with this Agreement.**

Upon request, the Municipality agrees to furnish copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or U.S. HUD. The Municipality shall allow DES or U.S. HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or U.S. HUD.

14.

AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the Provision of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds were expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

15.

UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in CDBG Regulations 24 CFR 570.502.

16.

REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality 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 Municipality's control upon expiration or early termination 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 570.508 for a minimum of five (5) years after expiration of the Agreement, or, the Municipality shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition and/or improvement to the property.

17. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Municipality at any time upon request by DES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

18.

INDEMNIFICATION

The Municipality shall protect, defend, reimburse, indemnify and hold the 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 performance of the terms of this Agreement or due to the acts or omissions of the Municipality. Municipality's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Municipality will hold the County harmless and will 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 Municipality.

19.

INSURANCE

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Municipality agrees to maintain, or be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

Certificate(s) of Insurance Prior to execution of this Agreement, the Municipality shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Municipality shall provide this evidence to ITS at pbcc@intracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage
Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Municipality with instructions regarding a substitute delivery address.

20.

MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality 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.

21.

CONFLICT OF INTEREST

The Municipality shall comply with 24 CFR 570.611 which requires, at a minimum, that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES, provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the project target area.

22.

CITIZEN PARTICIPATION

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

23.

RECOGNITION

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds available under this Agreement.

24.

AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
 - (B) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133;
 - (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990;
 - (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
 - (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
 - (F) The Drug-Free Workplace Act of 1988, as amended;
 - (G) Florida Statutes, Chapter 112;
 - (H) Palm Beach County Purchasing Ordinance;
 - (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
 - (J) The Municipality's Personnel Policies and Job Descriptions;
 - (K) The Municipality's Articles of Incorporation and Bylaws;
 - (L) The Municipality's Certificate of Insurance.
- The Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

25.

REDUCTION IN FUNDING

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced by HUD, this Agreement will be amended to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

26.

TERMINATION AND SUSPENSION

In the event of early termination, the Municipality 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 Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality 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, either 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 specify the effective date of termination or suspension. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through 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 shall pay the Municipality for services rendered pursuant to this Agreement, through 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 Municipality 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 Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

27.

SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

28.

AMENDMENTS

The County or the Municipality may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local 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 signed by both parties.

29.

PROJECT REPRESENTATIVE

The Municipality must designate, in writing, its Project Representative who is responsible for administering the Agreement, and who has the authority to bind and obligate the Municipality in the performance of the work. Communication with the Municipality shall be through this Representative. The Municipality shall notify DES immediately if the Project Representative is changed, identify the name of the new Representative, and the effective date of the change.

30.

INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

31.

NO FORFEITURE

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

32.

PUBLIC ENTITY CRIMES

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

33.

DRUG - FREE WORKPLACE

The Municipality shall provide a drug and alcohol free environment by developing policies for and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

34.

PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, 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 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

35.

EXCLUSION OF THIRD PARTY BENEFICIARIES

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 Municipality.

36.

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.

37.

REMEDIES

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

38.

INCORPORATION BE REFERENCE

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

39.

PUBLIC RECORDS

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

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The MUNICIPALITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the MUNICIPALITY does not transfer the records to the public MUNICIPALITY.
- D. Upon completion of the Agreement the MUNICIPALITY shall transfer, at no cost to the County, all public records in possession of the MUNICIPALITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the MUNICIPALITY transfers all public records to the County upon completion of the Agreement, the MUNICIPALITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the MUNICIPALITY keeps and maintains public records upon completion of the Agreement, the MUNICIPALITY shall meet all applicable requirements for retaining public records. All records stored electronically by the MUNICIPALITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

40.

COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of nineteen (19) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

41.

ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on the _____ day of _____, 20__.

(MUNICIPAL SEAL)

THE CITY OF PAHOKEE

By: _____
Keith Babb, Jr., Mayor

By: _____
Chandler Williamson, City Manager

(COUNTY SEAL BELOW)

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

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Mary Lou Berger, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

Z:\CDBG\FY 2016-17\Pahokee Code Enforcement\Pahokee_CodeEnf_2016-17.docx

EXHIBIT "A"WORK PROGRAM NARRATIVE

1. THE MUNICIPALITY AGREES TO:

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to carry out code enforcement activities within the legal boundaries of the Municipality. Specifically, CDBG funds will be used to cover partial salary and benefits (consisting of Health Insurance and Pension Contributions only) of one (1) Code Compliance Clerk III (hereinafter referred to as "Clerk").
- B. **CODE COMPLIANCE CLERK:** As described above, the Municipality shall employ a Clerk in connection with this Agreement. The Clerk shall be able to carry out the tasks described herein and shall demonstrate the qualifications that enable him/her to do so. The Clerk shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators, prepare for hearings before a Special Master, and address public complaints regarding citations received.
- As a prerequisite to submitting reimbursement requests to DES, the Municipality shall submit the following documents:
- Documentation demonstrating that the position of the Clerk (if such position was filled as a new position as a result of this Agreement) was competitively solicited prior to the Clerk'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 Clerk.
 - 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. **REPORTS:** The Municipality shall maintain and submit to DES the following reports:

- (1) **Daily Activity Record** (attached as Exhibit "C" and incorporated by reference) shall be submitted to DES by the 10th 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 as Exhibit "D" and incorporated by reference) shall be submitted to DES by the 10th day of each month, outlining the status of specific activities identified the Scope of Work. The **Detailed Monthly Narrative Report** 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.

- D. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for partial salary and benefits under the CDBG Budget, (attached as Exhibit "E" and incorporated by reference). Specifically, funds shall be used for partial salary and benefits (health insurance and pension contributions only) for the Clerk.

The Municipality attests to the accurate completion of Exhibit "E", especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and shall promptly inform and obtain approval by the County of any changes to this budget.

Further budget changes within the designated contract amount can be approved in writing by the DES Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Municipality and submitted to the DES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

E. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Municipality shall comply with the following Performance Benchmarks:

- (1) Expend at least 45% (\$11,839.50) of this funding allocation by March 30, 2017; and
- (2) Expend the remainder of the funding allocation by September 30, 2017.

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 DES.

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 ability to receive future CDBG funding allocations.

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

F. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the 10th day of each month, consecutively numbered invoices to DES 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 cover sheet (Exhibit "B") which shall be signed by a person authorized by the Municipality to submit invoices. Additionally, a Daily Activity Record (Exhibit "C") 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 Clerk. The time sheets must also demonstrate the specific tasks undertaken by the Clerk on such properties and the time taken to complete each task
- Copies of the payrolls and paychecks to the Clerk 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.

G. **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. THE COUNTY AGREES TO:

- A. Reimburse the Municipality an amount not to exceed \$26,310 for the partial salary and benefits (health Insurance and Pension only) of a Code Enforcement Clerk III as delineated in the budget below:

NOTE: DES may adjust amounts within the above budget line items on Exhibit E, provided that the total amount paid to the Municipality does not exceed \$26,310.

- 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 DES, may be conducted by DES 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 DES on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: City of Pahokee
237 Begonia Drive
Pahokee, FL 33476

Telephone: _____

SUBJECT: **INVOICE REIMBURSEMENT – 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 _____

EXHIBIT "D"

DETAILED MONTHLY NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R _____ Month Covered: _____

Municipality: City of Pahokee

Address: 237 Begonia Drive
Pahokee, FL 33476

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: _____

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 DES.

Program Income: \$ _____

Received
This Period Received
To Date

Source of Program Income: _____

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

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

RESOLUTION 2016 - 31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PAHOKEE AND THE SCHOOL BOARD OF PALM BEACH COUNTY FOR THE PURPOSE OF MUTUAL USE OF RECREATIONAL FACILITIES.

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, Part 1 of Chapter 163, Florida Statutes permits public agencies, as defined therein, to enter into Interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the City and the Board recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities; and

WHEREAS, the City and the Board desire the ability to use the facilities of each other.

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

- Section 1.** This Agreement shall become effective when signed by both parties, and filed with the Clerk of the Circuit Court in and for Palm Beach County.
- Section 2.** The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed up to four (4) additional consecutive one (1) year terms, unless either party provides a written notice of non-renewal to the other party thirty (30) days prior to the expiration of the then current term.
- Section 3.** The Mayor is hereby authorized and directed to execute the attached Interlocal Agreement.

PASSED AND ADOPTED this 23rd day of August, 2016.

ATTESTED:

Tijauna Warner, City Clerk

Keith W. Babb, Jr., Mayor

Mayor Babb _____

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Vice Mayor Hill _____
Commissioner Holmes _____
Commissioner Murvin _____
Commissioner Walker _____

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PAHOKEE
AND THE SCHOOL BOARD OF PALM BEACH COUNTY
FOR THE MUTUAL USE OF RECREATIONAL FACILITIES**

This Interlocal Agreement is made this _____ day of _____, 2016, between the City of Pahokee, a municipal corporation of the State of Florida, ("City") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida ("Board"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

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, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the City and Board recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities; and

WHEREAS, the City and Board desire the ability to use the facilities of the other.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals.

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

2. Purpose.

The purpose of this Agreement is to enable the Board and City to utilize each other's recreational facilities and provide a procedure for authorizing the use of the Board's recreational

facilities by City-affiliated recreation groups and organizations that have been approved by the parties.

3. Definitions.

A. "Board Facilities" and "Board Facility" mean facilities owned or operated by the Board that are made available for public use by the Board and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Board Facilities" and "Board Facility" shall include gymnasiums; playgrounds; swimming pools; tennis, racquetball and basketball courts; athletic fields; and tracks.

B. "City Facilities" and "City Facility" mean facilities owned or operated by the City that are made available for public use by the City and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "City Facilities" and "City Facility" shall include, parks; wrestling rooms; gymnasiums; weight room; pavilions; community center; playgrounds; tennis, racquetball and basketball courts; and athletic fields.

C. "City Manager" means the City Manager of the City of Pahokee, Florida.

D. "Facilities" means the Board Facilities and City Facilities.

E. "Priority of Use" means the priority of uses when there are conflicting requests for the use of a Facility. For Board Facilities, the Priority of Use shall be as follows:

1. Board activities and programs or Board Facility lease agreements; and

2. County activities and programs pursuant to the Interlocal Agreement entered into by the Board and Palm Beach County for the Mutual Use of Recreation Facilities dated October 20, 2015 or the latest approved Agreement;

3. City or City Recognized Sports Provider activities and programs pursuant to this Agreement.

For City Facilities, the Priority of Use shall be as follows:

4. City or City Recognized Sports Provider activities and programs or City facility rental agreements; and

5. Board activities and programs pursuant to this Agreement.

F. "Recognized Sports Provider" mean an organized recreation group or organization identified in the attached Exhibit "A", which may be amended or supplemented

from time to time upon the mutual agreement of the Board's Chief Operating Officer and the City Manager or his or her designee, without formal amendment hereto.

4. Use of Facilities by the Parties.

A. The Board agrees to make the Board Facilities available for use by the City according to the Priority of Use at no cost or expense to the City, except as otherwise provided for in this Agreement. The City's use of the Board Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement including but not limited to Exhibit "C" which may be amended or supplemented from time to time upon the mutual agreement of the Board's Chief Operating Officer and the City's Manager without formal amendment hereto; (ii) the Board's rules, regulations and policies governing the use of the Board Facilities; (iii) any grant or bond obligations pertaining to the use of any of the Board Facilities; and (iv) all applicable local, state and federal laws.

B. The City agrees to make available the City Facilities for use by the Board according to the Priority of Use at no cost or expense to the Board, except as otherwise provided for in this Agreement. The following public schools are eligible to request use of City Facilities pursuant to this Agreement:

1. Pahokee Elementary School
2. Pahokee Middle School
3. Pahokee High School

The Board's use of the City Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement; (ii) the City's rules, regulations and policies governing the use of the City's Facilities; (iii) any grant or bond obligations pertaining to the use of any of the City Facilities; and (iv) all applicable local, state and federal laws.

C. The City shall submit all requests for use of the Board Facilities in writing on the form attached hereto as Exhibit "B" to the Principal responsible for the management of the Board Facility or his or her designee no less than thirty (30) days prior to the date that the City desires to use the Board Facility. The Board shall be responsible for ensuring that a written response to the request is provided to the City within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response.

D. The Board shall submit all requests for use of the City Facilities in writing on the form attached hereto as Exhibit "B" to the City Manager or his or her designee, no less than thirty (30) days prior to the date that the Board desires to use the City Facility. The City shall be responsible for ensuring that a written response to the request is provided to the Board within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response.

E. The Board and City acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 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. The Board 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.

F. Without waiving the right to sovereign immunity, the parties acknowledge that they are self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event either party maintains third-party commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance, the party maintaining the third-party insurance shall maintain limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury or property damage and shall add the other party as an additional insured to the commercial general liability policy, but only with respect to negligence arising out of this Agreement that is not a result of the other party's negligence. The additional insured endorsement for the City shall read "City Council of Pahokee, Florida, its Officers, Employees and Agents". The additional insured endorsement for the Board shall read "The School Board of Palm Beach-County, Florida, its Officers, Employees and Agents". The parties agree additional insured endorsements shall provide coverage on a primary basis. Claims-bill

tailored coverage shall not be considered third-party liability coverage for purposes of this Agreement. The parties agree to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Each party agrees to provide the other party with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Agreement.

G. Each party agrees to provide adequate supervision of its own activities to prevent bodily harm to the users and damage to the Facilities, taking into consideration the types of activities planned, when using the other's Facilities. When aquatic facilities will be included in the Facilities to be utilized, the party using the Facility shall provide supervisors certified in Lifeguard Training in addition to any other supervision required hereunder.

H. In the event the Facilities are damaged, the party using the Facilities of the other party shall promptly notify the other party in writing of the damage and shall reimburse the other party for the actual costs to repair the damage. Reimbursement shall be made within sixty (60) days of a written request for reimbursement of costs.

I. The Facilities shall be surrendered by the party using the Facilities of the other party in the same condition as they were accepted and shall cause to be removed from the Facilities all waste, garbage and rubbish resulting from such party's use of the Facilities.

J. The Board acknowledges and agrees that the City may charge a fee for:

1. Use of the City's picnic pavilions on holidays and weekends.

K. The City may use a Board Facility or other Board-owned and controlled facility for a one-time City meeting or annual City-sponsored community event with prior written authorization from the Board's Area Superintendent and the Board's Chief Operating Officer, or designee, provided that the event benefits the community or student population. Such events shall have the same priority as the City's other uses of the Board Facilities set forth in this Agreement.

L. The Board may use a City Facility or other City-owned and controlled facility for a one-time Board meeting or annual Board-sponsored community event with prior written

making any claim against the Board. The City Recognized Sports Provider hereby waives any right of subrogation against the Board, for loss, damage or injury within the scope of the City Recognized Sports Provider's insurance, and on behalf of itself and its insurer, waives all such claims against the Board;

2. Protect, defend, reimburse indemnify and hold the Board, its agents, employees and elected officers harmless from and against all claims, liability, expenses, costs, damages and causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising from or in anyway connected to the City Recognized Sports Provider's use of the Board Facilities;

3. Provide adequate supervision of its own activities to prevent bodily harm to the users or damage to the facilities, taking into consideration the types of activities planned;

4. Return the Board Facilities in the same condition as they were accepted and to remove all waste, garbage and rubbish resulting from the City Recognized Sports Provider's use of the Board Facilities;

5. Notify the Board of any damage to the Board Facilities resulting from the City Recognized Sports Provider's use of the Board Facilities and reimburse the Board for the actual costs to repair the damage; and

C. The Facility Use Permit issued by the City shall also indicate that the Facility Use Permit may be revoked or suspended by the City and the Board may deny access to the Board Facilities for failure to comply with the terms and conditions of the Facility Use Permit.

D. The City Recognized Sports Providers shall be required to submit all requests for use of the Board Facilities in writing in the form attached hereto as Exhibit "B" to the City Manager or his or her designee, no less than forty five (45) days prior to the date the City Recognized Sports Provider desires to use the Board Facility. The City Manager or his designee shall coordinate scheduling of the use of the Board Facility with the Principal responsible for the management of the Board Facility or his or her designee. The Board shall be responsible for ensuring that a written response to the request is provided to the City Manager or his or her designee within fifteen (15) days of the date of the City Manager's, or his or her designee's request. In the event a request is denied, the reason for denial shall be stated in the written response.

E. Notwithstanding any provision of this Agreement to the contrary, neither party shall be obligated to make their Facilities available for use by the other for tournaments or any events where admission or concession fees or charges will be collected or imposed.

6. Maintenance/Repair of Facilities.

The parties acknowledge and agree that either party may deny a request for use of a Facility to perform maintenance or repairs to the Facility.

7. Notification of Responsibilities under Agreement.

The Board agrees to notify the Board's Principals of the terms and conditions of this Agreement and the Board's commitment to make the Board Facilities available to the City and City Recognized Sports Providers in accordance with the Priority of Use.

8. Dispute Resolution.

In the event an issue arises which cannot be resolved between the Board's Principal and the City's Assistant Director, Community Services Department or his or her designee regarding the use or availability of a Facility, the dispute shall be referred to the Board's Chief Operating Officer and the City's City Manager who shall both make a good faith effort to resolve the dispute.

9. Acceptance of Facilities.

Neither party shall be required to make any improvements or repairs to the Facilities as a condition of use of the Facilities by the other party or City Recognized Sports Providers. The parties and City Recognized Sports Providers shall accept the Facilities in their "As Is", "Where Is" condition. The parties acknowledge and agree that neither party has made any warranties or representations to the other party regarding the Facilities, including, but not limited to, any representations or warranties regarding the suitability of the Facilities for use by the other party or City Recognized Sports Providers.

10. License.

Notwithstanding any provision of this Agreement to the contrary, the use the Facilities by either of the parties or the City Recognized Sports Providers shall only amount to a license to use the Facilities on a non-exclusive basis, which license shall be revocable by the party licensing the use for any reason whatsoever. The parties agree that nothing in this Agreement shall be

construed as granting either party or the City Recognized Sports Providers any title, interest or estate in the Facilities.

11. Default.

The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

12. Termination.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party: (i) without cause upon thirty (30) days prior written notice to the other party or (ii) with cause upon the expiration of the thirty (30) day cure period provided for in Section 11 above.

13. Annual Appropriation.

Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

14. Notice.

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

IF TO CITY:

City of Pahokee
ATTN: City Manager
207 Bacom Point Road
Pahokee, FL 33476

IF TO BOARD:

Palm Beach County School District
Real Estate Services
ATTN: Manager, Facilities Planning, Intergovernmental Relations and Real Estate
3661 Interstate Park Road North, Suite 200
Riviera Beach, FL 33404

15. Governing Law and Venue.

This Agreement shall be construed by and 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.

16. Equal Opportunity Provision.

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation, gender, gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

17. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

18. Severability.

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

19. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

20. Incorporation by Reference.

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

21. Amendment.

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

22. Waiver.

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall

only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

23. Construction.

Neither party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

24. Filing.

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

25. Effective Date/Term.

This Agreement shall become effective when signed by the both the parties, and filed with the Clerk of the Circuit Court in and for Palm Beach County. The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed up to four (4) additional consecutive one (1) year terms, unless either party provides a written notice of non-renewal to the other party thirty (30) days prior to the expiration of the then current term.

26. Alcohol, Tobacco and Drones.

The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind, e-cigarettes or controlled substances on School Board-owned property is strictly prohibited and violation of this provision shall be a material breach of this Agreement. No unmanned aerial vehicles of any kind, also known as drones, shall be permitted on or about School Board-owned property. Violation of this provision by any person associated with a City Recognized Sports Provider shall be just cause for termination of the City Recognized Sports Provider's privilege to use any Board Facility in the future.

27. Inspector General.

The City agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the City with regard to this Agreement. The City employees, vendors, officers and

agents shall furnish the School Board's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the City understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d).

28. No Third Party Beneficiaries.

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 City and/or Board.

29. Liens.

Each party's respective interest in the Facilities shall not be subject to liens arising from the others or the City Recognized Sports Provider's use of the Facilities, or exercise of the rights granted hereunder. Each party shall promptly cause any lien imposed against the Facility of the other party relating to the use of Facilities under this Agreement to be discharged or transferred to bond.

30. No Agency Relationship.

Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the party by whom they are employed.

31. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

32. Survival.

Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

33. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

[This Space Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

CITY OF PAHOKEE, FLORIDA

**SCHOOL DISTRICT OF PALM
BEACH COUNTY, FLORIDA**

By: _____
Keith Babb, Mayor

By: _____
Chuck Shaw, Chairman.

ATTEST:

ATTEST:

Tijauna Warner, City Clerk

Robert M. Avossa Ed.D
Superintendent of Schools
Date: _____

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Gary Brandenburg, City Attorney

Hollie N. Hawn, School Board Attorney

EXHIBIT "A"
City Recognized Sports Providers

1. Glades Tri-City Youth Athletic League

THE CITY OF PAHOKEE AND
THE SCHOOL DISTRICT OF PALM BEACH COUNTY

INTER-LOCAL FACILITY REQUEST FORM

Date _____ Contact Person _____ School Name (if applicable) _____

Phone Number _____ Fax Number _____ Other Contact Number _____

Address _____ City _____ State/ZIP _____

FACILITY REQUEST:

Choice #1 _____ Choice #2 _____

Activity _____ Age Group _____

Estimated Attendance:
Participants: _____ Spectators: _____ Total: _____

Mark appropriate day(s) facility will be needed:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Date(s): _____

Time(s): From: _____ am/pm to _____ am/pm

New Request

Repeat Request:

Date and location of previous use: _____

Other pertinent information (as necessary): _____

 Requesting Principal _____ Date _____

Director of Recreation Services

Approve Disapprove

Reason if disapproved: _____

 Principal _____ Date _____

Director of Recreation Services

EXHIBIT "C"

School Board of Palm Beach County Standard Facility Operating Hours

The Board agrees to make the Board Facilities available for use by the City according to the Priority of Use, at no cost to the City and in accordance with the following maximum operational hours for indoor Board Facilities

When School is in session:

Weekdays (Monday through Friday): From the close of the school day until 9:30 pm

Saturdays: From 8:00 am to 9:30 pm

Sundays: From 8:00 am to 1:00 pm

When School is out of session (Summer Break and Spring Break):

Weekdays (Monday through Thursday): From 8:00 am until 9:30 pm

Fridays, Saturdays, Sundays: Closed

The maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and City Manager. The maximum operational hours do not apply to outdoor facilities.

City of Pahokee Hours of Operation

City agrees to make facilities available for use by the Board according to the Priority of Use, at no cost to the Board and in accordance with the following maximum operational hours for indoor City's facilities.

When School is in session:

Monday through Friday: From 8:00am to 9:00pm

When School is out of session:

Monday through Friday: From 8:00am to 9:00pm

The maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and City Manager. The maximum operational hours do not apply to outdoor facilities.

RESOLUTION 2016 - 32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR COMMUNITY BASED AGENCIES.

WHEREAS, Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and City of Pahokee, a municipality located in Palm Beach County, Florida, hereinafter referred to as the AGENCY, each one constituting a public agency as define in Part I of Chapter 163, Florida Statutes: and

WHEREAS, the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis; and

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

Section 1. The attached 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 23th day of August, 2016.

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb _____
Vice Mayor Hill _____
Commissioner Holmes _____
Commissioner Murvin _____
Commissioner Walker _____

CONTRACT FOR COMMUNITY BASED AGENCIES

This Contract is made as of the _____ day of _____, 2016, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and City of Pahokee, a municipality located in Palm Beach County, Florida, hereinafter referred to as the AGENCY, each one constituting a public agency as define in Part I of Chapter 163, Florida Statutes.

WHEREAS, the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the attached **Exhibit A** (Scope of Work). The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. No changes in the Scope of Work or services are to be conducted without the written approval of the Palm Beach County Youth Services Department (DEPARTMENT). The AGENCY receiving funds must be an agency with offices in Palm Beach County and the AGENCY's services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

The COUNTY'S representative/liasion during the performance of this Contract shall be James Green, Director of Outreach & Community Programming (telephone no. 561-242-5700).

The AGENCY'S representative/liasion during the performance of this Contract shall be Chandler F. Williamson, City Manager (telephone no. 561-924-5534).

ARTICLE 2 - SCHEDULE

- A. The AGENCY shall commence services on October 1, 2016 and complete all services by September 30, 2017.
- B. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 13.
- C. This Contract may be extended for two (2) one (1) year terms, at COUNTY's sole discretion. If COUNTY wishes to extend this Contract, DEPARTMENT shall request AGENCY to submit a proposed Scope of Work and Service Units for the next fiscal year (October 1 – September 30) that would be due by May 1st of the then current fiscal year. Upon recommendation of the DEPARTMENT and availability of funding, an appropriate amendment extending this Contact may be submitted by the DEPARTMENT to the AGENCY and the Board of County Commissioners for their consideration.

ARTICLE 3 - PAYMENTS TO AGENCY

- A. The COUNTY shall pay to the AGENCY for services rendered under this Contract not to exceed a total amount of ONE HUNDRED THIRTY-FIVE THREE HUNDRED FIVE DOLLARS (\$135,305). The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in the attached **Exhibit B** (Units of Service) or services rendered toward the completion of the attached Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. The program and unit cost definitions for this Contract year are set forth in the attached **Exhibit B**. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer.
- C. The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 15th of each fiscal year. Any amounts not submitted by October 15th, shall remain the COUNTY's and the COUNTY shall have no further obligation with respect to such amounts.
- D. Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with this Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.
- E. COUNTY funding can be used to match grants from non-COUNTY sources; however, the AGENCY cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 6 – AMENDMENTS TO FUNDING LEVELS

This Contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this Contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

- At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.
- At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.
- At three quarters of the service period the AGENCY shall have provided at a minimum seventy five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded agency may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 10% may be approved by the DEPARTMENT's Director. Any increase or decrease of funding over 10% must be approved by the Board of County Commissioners.

ARTICLE 7 - INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the AGENCY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event AGENCY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, AGENCY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The AGENCY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, the AGENCY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverage.

Compliance with the foregoing requirements shall not relieve AGENCY of its liability and obligations under this Contract.

Certificates of Insurance: During the term of this Agreement, and prior to each subsequent renewal thereof, the CITY shall provide evidence to Insurance Tracking Services, Inc. (ITS) at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for non-payment of premium) or non-renewal of coverage.

Certificates shall include a project description, and shall include the following as the **Certificate Holder:**

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

ARTICLE 8 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless the City of Pahokee/AGENCY against any actions, claims or damages arising out of COUNTY's negligence in connection with this Contract, and the City of Pahokee/AGENCY shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of the City of Pahokee's/AGENCY'S negligence in connection with this Contract. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, 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.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY 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 Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

ARTICLE 10 – WARRANTIES AND LICENSING REQUIREMENTS

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

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

The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or clients demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions within their control and within their contract responsibilities that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 Background check results; however, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contract with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 11 - NONDISCRIMINATION

The AGENCY warrants and represents that 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 and expression, or genetic information.

AGENCY 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 AGENCY 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 AGENCY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 12 - REMEDIES

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

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 13 – AGENCY'S PROGRAMMATIC REQUIREMENTS

The AGENCY shall agree to specific programmatic requirements, including but not limited to, the following:

- A. The AGENCY must maintain separate financial records for Community Based Agency (CBA) contract funds and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. CBA's cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation- copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost to be maintained at individual service category and to be available as in the detailed general ledger. These costs must support the unit rate and number of units billed.
- B. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or unspent, or are for any reason deemed to have been spent on ineligible expenses.
- C. Maintain records in accordance with Public Records Law, Chapter 119, Florida Statutes.

- D. No private or confidential data collected, maintained, or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- E. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the attached Scope of Work, and the attached Units of Service are adhered to. All contracted programs/services will be reviewed at least yearly. Outcome reports will be reviewed on a quarterly basis. The DEPARTMENT staff may utilize and review other funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the COUNTY. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- F. AGENCY agrees to submit outcomes in the report format as included in Exhibit A. Reports will be provided on a quarterly basis so that DEPARTMENT staff is able to determine performance of services being provided. The AGENCY agrees to submit final outcomes by October 15th in order to be in contract compliance and also to be able to determine AGENCY's progress in attaining its goals as outlined in the attached Scope of Work. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by COUNTY staff or consideration of future funding.
- G. AGENCY agrees to submit a demographic report, in the report format as included in Exhibit A, based on the clients served by the COUNTY funding. This report will be due yearly no later than October 15th. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is submitted.
- H. AGENCY agrees that their allowable administration costs will not exceed fifteen percent (15%) of the contracted amount.
- I. AGENCY shall submit quarterly reports in January, April, July and October, no later than the 15th of the month, and shall include the applicable data from the preceding quarter. The first report is due January 15th.

ARTICLE 14 - ACCESS AND AUDITS

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts

and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, 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.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit compiled with the applicable account principles:

- A. The annual financial audit report shall include all management letters and the AGENCY'S response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two bound originals of the audit are due 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Palm Beach County Youth Services Department
Attn: James Green, Director of Outreach & Community Programming
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

The AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

The AGENCY will provide a final close out report and Financial Reconciliation Statement, in the form provided as set forth in Exhibit C on accounting for all funds expended hereunder not later than 30 days from the contract end date.

ARTICLE 15 - CONFLICT OF INTEREST

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

The AGENCY 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 AGENCY'S judgment or quality of

services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY 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 AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY 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 AGENCY under the terms of this Contract.

ARTICLE 16 – DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in this Article, Paragraph A.
- D. In the statement specified in this Article, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

ARTICLE 17 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), Miami Tower, 100 SE 2nd Street, Suite 1500, Miami 33131.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

Notwithstanding anything contained herein, AGENCY shall be required to submit each subcontractor's information to COUNTY, and COUNTY will provide written acceptance/non-approval to AGENCY.

ARTICLE 21 - PUBLIC ENTITY CRIMES

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

ARTICLE 22 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force

majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

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

ARTICLE 23 - ARREARS

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

ARTICLE 24 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 25 - TERMINATION

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be

terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another Agency funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.
- E. Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 28 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Youth Services Department
Attn: Tammy K. Fields, Director
50 S. Military Trail, Suite 203
West Palm Beach, Florida 33415

With copy to:

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

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

City of Pahokee
Attn: Chandler F. Williamson, City Manager
207 Bacom Point Road
Pahokee, FL 33476

ARTICLE 29 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and

the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 30 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The AGENCY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY's service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

The COUNTY and the AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27- Modifications of Work.

{Remainder of page left blank intentionally}

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

ATTEST:

COUNTY:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Tammy K. Fields, Director

ATTEST

AGENCY:

Signature

City of Pahokee
Company Name

Name (type or print)

Signature

Typed Name

Title

(corp. seal)

EXHIBIT A

**SCOPE OF WORK & SERVICE UNITS
FY 2017 COMMUNITY BASED AGENCIES CONTRACT**

Agency Name: City of Pahokee

Program Name: Fresh Start

Overview:

The City of Pahokee program provides assistance and support to approximately thirty-five (35) children ranging from 12-16 years of age and their working parents who otherwise do not have community access to an afterschool program in which they can improve their educational abilities during after school hours. The program offers an academic environment that is critical during the 3pm to 6pm time period, on regular school days (Monday through Friday), before most working parents arrive home. Students in the afterschool program are encouraged and tutored in Math, Reading, and other academic subject areas. Children also receive instruction and guidance in model behavior, etiquette, and attendance. In addition, the program offers the children a safe place to learn during the peak hours when juveniles are typically victims of crime or engage in criminal activity; which is inherent in impoverished communities with high unemployment rates, like Pahokee.

In addition, to the after school program which runs concurrently with the school year (August-July), the Fresh Start program continues during winter and spring breaks and the summer months. During these school breaks the program is open Monday through Friday 8am to 5pm. During the summer months, students have access to reading, math, science, and technology tutorials in the morning and recreational activities in the afternoon.

Observed Need/Risk Factor(s) that will be addressed: Youth are not performing to their highest ability academically.

Services:

The City of Pahokee's after school program will provide youth with the following services:

- Academic assistance including homework assistance and tutoring
- Provide social activities and recreational sports

City of Pahokee staff will be required to:

- Record referral source for each youth;
- Assess the needs of each youth and develop an individual action plan;
- Collect student report card data from the School District of Palm Beach County;
- Record progress notes with time frames for each contact made with youth.

Outcomes:

The following outcome will be tracked:

- # and % of program participants served who demonstrated improvement in math grades;
- # and % of program participants served who demonstrated improvement in civics grades;
- # and % of program participants served who demonstrated improvement in science grades;
- # and % of program participants served who demonstrated improvement in reading grades.

Quarterly Reports Submission:

City of Pahokee will provide quarterly data for all program participants funded in this contract. Each quarterly report will contain the following information:

- Student school ID #
- Student grades for Math, Civics, Science, and Reading per quarter
- Outcomes, as identified above, tracked as shown on the attached **example 1**

Annual Reports Submission:

- Demographic information available as shown on the attached **example 2**

Clients served through CBA:

35

EXHIBIT B

**UNITS OF SERVICE RATE AND DEFINITION
FY 2017**

COMMUNITY BASED AGENCY	City of Pahokee	
Service Name and Definition of Unit of Service	Unit Cost	Total Cost of Service
<u>Service:</u> Fresh Start	\$ 20.41	\$ 135,305
<u>Definition of Unit of Service:</u> A unit of service is defined as one day of service to one client. That service will be to a youth participant and may include academic tutoring, social, recreational, life skills, nutrition or mentoring activities.		
TOTAL CONTRACT	\$135,305	

EXHIBIT C

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Contract/Agreement between Palm Beach County Board of County Commissioners (County) and _____ Agency Name _____ (Resolution # _____) (Agency), effective _____, 20____, for _____ (describe subject _____ of Contract/Agreement _____), attached is a final financial reconciliation of the funds provided by Palm Beach County.

As shown in the attached (mark applicable box):

All funds provided by County were spent in accordance with the provisions of the Contract/Agreement;

OR

There were under expenditures in the amount of \$ _____, which pursuant to the Contract/Agreement, will be returned to County by _____ (enter date) _____; all other funds were spent in accordance with the provisions of the Contract/Agreement.

The undersigned states that he/she is the Chief Financial Officer or other individual dually authorized as stipulated in the Contract/Agreement to sign this type of document. The information attached is a true and accurate representation of the expenditure of County funds under the Contract/Agreement.

Signature

Date

Print Name

RESOLUTION 2016 – 33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF PAHOKEE AND THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

WHEREAS, this Memorandum of Agreement (MOA) is made and enter into by and between the State of Florida, Department of Economic Opportunity (DEO), and the City of Pahokee in Palm Beach County (City); and

WHEREAS, DEO and the City are sometimes referred to herein individually as a "Party" and collectively as "the Parties"; and

WHEREAS, this MOA shall take effect immediately upon full and proper execution by all Parties, and

WHEREAS, this MOA shall expire on June 27, 2021, unless terminated earlier.

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

Section 1. The attached Memorandum of 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 23rd day of AUGUST, 2016.

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Mayor Babb _____
Vice Mayor Hill _____
Commissioner Holmes _____
Commissioner Murvin _____
Commissioner Walker _____

Gary M. Brandenburg, City Attorney

MEMORANDUM OF AGREEMENT

STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into by and between the State of Florida, Department of Economic Opportunity (DEO), and the City of Pahokee in Palm Beach County (City). DEO and the City are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

I. Background and Purpose of MOA

- A. The purpose of this MOA is to document the terms and conditions of the implementation of the Rural Area of Opportunity (RAO), formerly the Rural Area of Critical Economic Concern (RACEC) designation.
- B. The Governor of Florida recognizes that successful rural communities are essential to the overall success of the State of Florida's economy and quality of life, yet many rural communities struggle to maintain, support or enhance job creation activities and to generate revenues for critical government services.
- C. Florida's Legislature also recognizes that rural communities continue to face extraordinary challenges in their efforts to significantly improve their economies, and as such, section 288.0656, Florida Statutes (F.S.), establishes the Rural Economic Development Initiative (REDI) within DEO, and authorizes the participation of State and regional organizations in this initiative. Section 288.0656(7)(a), F.S., provides for the designation of up to three RAOs. RAOs are rural communities that have been adversely affected by extraordinary economic events, severe or chronic distress, a natural disaster, or an event that presents a unique economic development opportunity of regional impact.
- D. Pursuant to section 288.0656(7), F.S., representatives of the State and regional agencies and organizations comprising the REDI met on February 19, 2016, and recommended the re-designation of the South Central region composed of DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, the cities of Belle Glade, Pahokee, and South Bay in Palm Beach County, and the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County as a rural area of opportunity. Governor Rick Scott signed Executive Order 16-150 which redesignated the area for another five-year term with an expiration date of June 27, 2021.

II. The Rural Economic Development Initiative (REDI)

- A. REDI is a proactive, multi-agency effort responsible for coordinating and focusing efforts and resources of State and regional agencies on problems which affect the fiscal, economic, and community viability of Florida's economically distressed rural communities.
- B. REDI works with local governments, community-based organizations, and private organizations on the growth and development of these communities to find ways to enhance the local economy and resolve issues while balancing local environmental and growth management needs.
- C. Participating REDI representatives:
1. must have comprehensive knowledge of their agencies' functions, both regulatory and service in nature, and of the State's economic goals, policies, and programs;
 2. act as the primary point of contact for their agencies on issues and projects relating to economically distressed rural communities;
 3. ensure prompt and effective response to problems arising with regard to rural issues;
 4. work closely with other REDI representatives in the identification of opportunities for preferential awards of program funds and allowances, and waiver of program requirements, when necessary, to encourage and facilitate long-term private capital investment and job creation;
 5. review and evaluate statutes and rules for adverse impact on rural communities and the development of alternative proposals to mitigate that impact;
 6. undertake outreach, capacity-building, and other advocacy efforts to improve conditions in rural communities;
 7. ensure each district office or facility of their agencies is informed about REDI;
 8. provide assistance throughout their agencies in the implementation of REDI activities;
 9. recognize counties and communities with RAO designations as eligible for a reduction or waiver of financial match of state grants and permit fees, as well as waivers of the criteria, requirements, or similar provisions of economic development incentives; and
 10. recognize designated RAOs are priority assignments for REDI, per section 288.0656(7)(a), F.S.
- D. On a case-by-case basis, REDI may recommend to the Governor waivers of criteria, requirements or similar provisions of any economic development incentive. Such incentives shall include, but not be limited to: 1. the Qualified Targeted Industry Tax Refund Program under section 288.106, F.S., 2. the Quick Response Training Program under section 288.047, F.S., 3.

the WAGES Quick Response Training Program under section 288.047(8), F.S., 4. the Economic Development Transportation Fund under section 339.2821, F.S., 5. the Brownfield Bonus Tax Program under section 288.107, F.S., and 6. the Rural Job Tax Credit Program under sections 212.098 and 220.1895, F.S.

- E. Section 288.0656(7)(c), F.S., states: “[e]ach rural area of opportunity may designate catalyst projects, provided that each catalyst project is specifically recommended by REDI, identified as a catalyst project by Enterprise Florida, Inc. [EFI], and confirmed as a catalyst project by the department [DEO]. All state agencies and departments shall use all available tools and resources to the extent permissible by law to promote the creation and development of each catalyst project and the development of catalyst sites.”
- F. REDI reviews the RAO designation and may recommend the designation of the area, counties, or municipalities be terminated or continued based upon performance under this MOA.

III. The Participating Community

- A. Pursuant to section 288.0656(7)(b), F.S., and Executive Order 16-150, RAO designation shall be contingent upon the execution of a MOA between DEO and the governing bodies of the counties and the municipalities included within the area. Such MOAs shall specify the terms and conditions of the designations and the duties and responsibilities of the counties and municipalities.
- B. The City agrees that fulfillment of the following duties and responsibilities, as reasonably determined by REDI, are required for recommendation by REDI for continued RAO designation.
- C. The City shall:
 - 1. designate a specific contact person from among City elected or appointed officials to serve as a point of contact in all matters and activities relating to the South Central RAO;
 - 2. designate a specific person from a non-profit organization actively engaged in economic development within the City, to serve as the single point of contact to represent and provide input on all economic development matters and activities relating to the South Central RAO, and to receive and process leads and referrals from EFI;
 - 3. include contact information for designees on Exhibit A, attached hereto, (these designees may be the same designees to serve as the representatives to other similar organizations); the City shall inform DEO in writing by either mail or email of any changes to the specified persons within ten (10) business days of the change;
 - 4. in order to help build knowledge and skill sets required to compete more effectively for job creating projects, ensure one or both of the designated representatives participate in at least two economic development training events offered by DEO, EFI, Florida

Economic Development Council (FEDC), utility companies, and/or other state or national recognized economic development organizations during the term of this MOA; and

5. in order to facilitate the retention and expansion of existing businesses, as well as the recruitment of new businesses, ensure one or both of the designated representatives: a) work closely with the designated County point of contact to gather information on available buildings and sites for inclusion in statewide and regional databases, including but not limited to, those developed by EFI (www.enterpriseflorida.com/find-properties), Florida Power and Light, Duke Energy, or regional organizations, and b) work closely with the designated County point of contact to provide DEO with an overview and timeline of the City permitting process, plan approval and business licensing requirements within 180 days of the execution of this MOA.

IV. Implementation and Duration

- A. Pursuant to Executive Order 16-150, the designation of the South Central RAO affecting the counties of DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee, the cities of Belle Glade, Pahokee and South Bay in Palm Beach County, and the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County, shall be in effect for five years and will expire on June 27, 2021.
- B. REDI may recommend the RAO designation and this MOA be terminated or continued based on performance under this MOA.
- C. This MOA shall take effect immediately upon full and proper execution by all Parties, and supersedes and replaces any and all previous such RACEC and RAO agreement(s) between the Parties.
- D. This MOA shall expire on June 27, 2021, unless terminated earlier.
- E. Both Parties shall review this MOA annually. If revisions are needed, notification shall be given to both Parties in writing of the specific changes desired with the proposed amendment language and the reasons for the revisions. With the mutual consent of both Parties, the proposed changes shall become effective when both Parties have duly executed an amendment to this MOA.
- F. The City may terminate this MOA at any time upon written notice to DEO.
- G. RAO designation is, by statute and Executive Order, contingent upon execution of a MOA between the Parties. REDI shall recommend the RAO designation be terminated if this MOA is not duly executed or if this MOA is terminated and another MOA is not timely and duly executed in its place.

V. EXECUTION I have read the above MOA and the Exhibit thereto and understand each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the Exhibit hereto, the Parties have caused to be executed this MOA by their undersigned officials duly authorized.

CITY OF PAHOKEE	DEPARTMENT OF ECONOMIC OPPORTUNITY
By: _____ Keith W. Babb, Jr., Mayor	By: _____
Date: _____	Title: _____
	Date: _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

EXHIBIT A – DESIGNATED CONTACTS

City of Pahokee

Contact Information for an Elected or Appointed Official

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Contact Information for One Person from a Non-Profit Organization Engaged in Economic Development

Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Please complete this page and return with the signed MOA. The City is required to inform DEO of any changes to this information within ten business days of a change.