

CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, April 24, 2018 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 April 24, 2018 Agenda.

- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. TOPIC
- 1. Palm Beach County Commission on Ethics Training Mark Bannon
- D. DISCUSSION, COMMENTS, CONCERNS
- E. ADJOURN

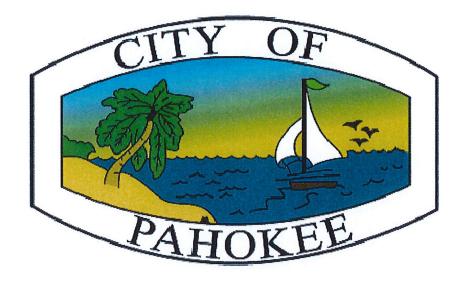


AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE

REGULAR COMMISSION MEETING TUESDAY, April 24, 2018 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:
 - 1. March 27, 2018 Regular Scheduled Commission Meeting
 - 2. April 10, 2018 Regular Scheduled Commission Meeting
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
 - 1. RESOLUTION 2018 18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SUBRECIPIENT AGREEMENT BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE.
- J. PUBLIC HEARINGS:
 - 1. ORDINANCE 2018 01 (second reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING SECTION 2-272(6) OF THE CODE OF LAWS AND ORDINANCES OF THE CITY OF PAHOKEE, PROVIDING FOR THE WAIVER OF COMPETITIVE BIDDING FOR PROCUREMENTS WHERE THE FUNDING SOURCE FOR THE PROJECT MAY BE JEOPARDIZED BY THE LENGTH OF THE NORMAL PROCUREMENT PROCESS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND EFFECTIVE DATE.
- K. PROCLAMATIONS (approval):
 - 1. National Small Business Week
- L. PRESENTATIONS:
 - 1. Pahokee Middle School's Robotics Team
 - 2. Genesis Vasquez Lawn of the Month
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
 - 1. Technomarine Contract
- P. OLD BUSINESS:
- Q. NEW BUSINESS:
 - 1. Pahokee Beach County League of Cities Voting Delegate Form
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE / COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:



MINUTES



CITY COMMISSION OF THE CITY OF PAHOKEE REGULAR COMMISSION MEETING MINUTES Tuesday, March 27, 2018

Pursuant to due notice the regularly scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on March 27, 2018.

The meeting was called to order by Mayor Babb at 6:36p.m.

Invocation: Ms. Allie Biggs

Official attendance was recorded as follows:

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Mayor Keith W. Babb, Jr.PresentVice Mayor Nathaniel HolmesPresentCommissioner Felisia HillPresentCommissioner Clara MurvinPresentCommissioner Diane WalkerPresent

City Manager Chandler WilliamsonPresentCity Attorney Gary BrandenburgPresentSergeant At Arms Deputy FeamanPresentCity Clerk Tijauna WarnerPresent

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added Resolution 2018 - 15 to I3.

Approval of the Agenda with additions.

Motion by Commissioner Hill. Seconded by Commissioner Murvin.

Motion carried unanimously.

Commissioner Felisia Hill was sworn in by Mr. Brandenburg.

Commissioner Benny Everett, III was sworn in by Mr. Brandenburg.

Citizen Comments (Agenda Items Only): (none)

Public Service Announcements: (none)

Approval of Minutes:

1. February 27, 2018 Regular Scheduled Commission Meeting

Approval of February 27, 2018 Regular Scheduled Commission Meeting. Motion by Commissioner Murvin. Seconded by Commissioner Hill. Motion carried unanimously.

Consent Agenda: (none)

Ordinances: (none)

Resolutions:

Mr. Brandenburg read Resolution 2018 - 13 into the record.

 RESOLUTION 2018 – 13 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE ISSUANCE OF A "LETTER OF INTENT TO WITHDRAW" FROM THE PUBLIC RISK MANAGEMENT OF FLORIDA INSURANCE POOL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Approval of Resolution 2018 - 13.

Motion by Commissioner Murvin. Seconded by Commissioner Hill. Motion carried unanimously.

Mr. Brandenburg read Resolution 2018 - 14 into the record.

2. RESOLUTION 2018 – 14 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CANCELLING THE AWARD OF RESURFACING CITY OF PAHOKEE ROADWAYS, PHASE III TO WEEKLEY ASPHALT PAVING, INC.

Approval of Resolution 2018 - 14.

Motion by Commissioner Hill. Seconded by Commissioner Murvin. Motion carried unanimously.

3. RESOLUTION 2018 – 15 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, INDICATING THE CITY'S INTENTION TO AWARD BID NO. 2018-01 AND THE SUBLEASE AGREEMENT TO EVERGLADES RESERVE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ASKING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISON OF STATE LANDS MANAGEMENT, TO RECOMMEND APPROVAL OF THE SUBLEASE TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, WITH THE WAIVER OF FEES ON THE SUBMERGED LANDS LEASE AND THE UPLANDS LEASE AND LANGUAGE REGARDING AD VALOREM TAXES.

Approval of Resolution 2018 - 15.

Motion by Commissioner Hill. Seconded by Commissioner Murvin. Motion carried unanimously.

Public Hearings: (none)

Proclamations: (none)

Presentations:

1. Lawn of the Month - Dorothy A. Abrams

The City Commission presented Mrs. Dorothy A. Abram/Mr. McPherson with Lawn of the Month.

2. Mayor Babb's Golden Hammer & Nail - Samuel J. Martiello

The City Commission presented Mr. Samuel J. Martiello with Mayor's Golden Hammer & Nail.

Report of the Mayor:

Mayor Babb announced the election is over and thanks the citizens for coming out to vote. He explained his hopes of the City Commission unifying and working together with the help of the citizens. Mayor Babb gave a brief

Regular Scheduled Commission Meeting – March 27, 2018

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description on the process of bringing businesses and economic growth into the City of Pahokee. Also, he advised on March 20th he attended the Suits for Seniors Ceremony which trains students for leadership roles and careers. He announced the Pahokee Chamber of Commerce hosted the I Love Pahokee Day on March 24th and thanks the Chambers as well as the sponsors and community for coming out. He advised he attended the Rickey Jackson's 50th Birthday Celebration and represented the City of Pahokee. Lastly, he informed the citizens that he attended the Mayor's Ball and gave a brief description on the event. Mayor Babb welcomed Commissioner Everett to the City Commission.

Report of the City Manager:

Mr. Williamson welcomed Commissioner Everett to the City Commission and gave a quick overview of his introduction to Commissioner Everett. He gave an updated on the Old Pahokee High School and advised we have funding to do external renovations. He mentioned the FP&L Agreement and gave an explanation he's taking time to make sure everything is addressed properly. Mr. Williamson presented Ms. Tamekia Powell's t-shirt to the City Commission and gave his insight on what the City needs to focus on.

Report of the City Attorney:

Mr. Brandenburg summarized the events that occurred during the 2018 Municipal Election and informed that Ms. Sara Perez filed papers to have all the absentee ballots thrown out. He advised that Ms Perez claims were denied.

1. Okeechobee Land Co. v. City of Pahokee (Notice of Claim)

Mr. Brandenburg gave a description on Okeechobee Land Co. lease and advised Mr. Perez wanted to purchase the property. He informed the City Commission that Mr. Perez advised if the City doesn't sell the property to him, he will file a lawsuit. Mr. Brandenburg explained the situation that occurred with property and Ms. Perez during the 2018 Municipal Election as well as their defaults. Mr. Brandenburg informed the City Commission of their options in regards to Okeechobee Land Co. and a discussion ensued.

Approval of City Attorney to gave notice of defaults and gave thirty (30) days to comply or lease will be terminated. Also, the lease expires without any desire to sell on July 30, 2018.

Motion by Commissioner Everett. Seconded by Commissioner Hill.

Motion carried unanimously.

Old Business (none)

New Business:

1. Lt. Picciolo (PBSO Report)

Deputy Feaman advised there's been a tremendous spike in auto burglaries and advised on prevention techniques. He encourages parents to inquire what's happening with their kids and gave brief information on the dark web. Lastly, he thanked Mr. Martiello for taking young men off the streets and giving them an opportunity to work.

Citizens Comments:

Ms. Nettie Daley (resident) expressed concerns with flooding in East Lake Village, structure of McClure Road, housing needs and jobs in the City of Pahokee.

- Mayor Babb advised we've secured funding for that and the City Manager give insight.
- Mr. Williamson gave a brief history on the drainage system and explained what the City plans to make corrections which will take some time. He advised the request for McClure Road will go to the State tomorrow and will take some time as well.

Ms. Regina Bohlen (Pahokee Chamber of Commerce) thanks everyone for attending the I Love Pahokee Day and gave a brief description of events.

Ms. Sanquetta Cowan (resident) advised the naming of football was taking and informed the community that SAC meetings are held on the 4th Monday of every month at 6:00p.m. we they're making decisions about what goes on in

the school and community. Ms. Cowan inquired who owes the Prince Theater and what are they doing with the property.

City Commission Comments:

Commissioner Everett thanked the citizens for voting during the election process and his goals for the City of Pahokee. He thanked his parents because he didn't get here alone; also he thanked his family, friends, and church members. Commissioner Everett suggested that comment cards be submitted in advance to the City Clerk and explained protocol to the comment cards.

Commissioner Hill thanked all of her supporters and informed the community of her wants for the City of Pahokee. She acknowledged her family and thanked them for attending.

Commissioner Walker welcomed Commissioner Everett to the Commission

Commissioner Murvin thanked everyone for coming to the meeting and welcomed Commissioner Everett to the Commission. She acknowledged Mr. Alphonso Smith for his dedication to the youth with football and leadership. Commissioner Murvin thanked Mr. Lambert for wanting to invest in the City of Pahokee. She announced on April 6th she will be participating in a homeless sleep-out and gave a brief explanation.

There being no further business to discuss, Mayor	Babb adjourns the meeting at 8:14p.m.
	Keith W. Babb, Jr., Mayor
ATTEST: Tijauna Warner, City Clerk	



CITY COMMISSION OF THE CITY OF PAHOKEE REGULAR COMMISSION MEETING MINUTES Tuesday, April 10, 2018

Pursuant to due notice the regularly scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on April 10, 2018.

The meeting was called to order by Mayor Babb at 6:37p.m.

Official attendance was recorded as follows:

Roll Call:	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia Hill	Present
	Commissioner Clara Murvin	Present

Commissioner Clara Murvin Present
Commissioner Diane Walker Present

City Manager Chandler WilliamsonPresentCity Attorney Gary BrandenburgPresentSergeant At Arms Deputy FeamanPresentCity Clerk Tijauna WarnerPresent

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added Ordinance 2018 - 01 to H1.

<u>Approval of the Agenda with additions.</u>
<u>Motion by Commissioner Hill. Seconded by Commissioner Everett.</u>
<u>Motion carried (4) unanimously.</u>

1. Selection of Vice Mayor

Approval of appointing Clara Murvin as Vice Mayor.

Motion by Commissioner Everett. Seconded by Commissioner Hill.

Motion carried unanimously.

Citizen Comments (Agenda Items Only):

Mayor Babb conveyed having citizens submit comment cards by 7:00p.m.

> Commissioner Everett inferred that comment cards are submitted prior to the meeting which was determined at the last commission meeting and a discussion ensued.

Approval of establishing a fifteen (15) minutes time window to submit comment cards from the start of meeting.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Ms. Temekia Powell (Pahokee United Leadership Outreach) inquired if there's a way for citizens to submit comments online.

- Mayor Babb responded we will research that and get back with you.
- Mr. Williamson informed there's an email cycle on the City's website that allows that.
- Ms. Powell introduced Pahokee United and gave her contact information at (770)695-5638.

Ms. Regina Bohlen *(Pahokee Chamber of Commerce)* announced on April 12th LORE is conducting a housing workshop in Belle Glade Library. Also, she announced on April 21st is the Great American Clean-up and you can call to register at the Chamber (561) 924-5579 or the City.

Public Service Announcements: (none)

Approval of Minutes: (none)

Consent Agenda: (none)

Ordinances:

Mr. Brandenburg read Ordinance 2018 - 01 into the record.

Commissioner Everett inquired if this ordinance was a coincident or if it's in reference to the Marina. He advised in reference to the Marina, he's prepared to take action.

- > Mayor Babb pointed that their mixing two (2) topic and expressed his concerns with grant funding being rejected because of a timeframe and skipping the bid process which are included in this ordinance. He advised the Commission need to review this ordinance and make sure there's nothing in there that we are going to regret.
- > Commissioner Hill replied she thinks that we need to get this ordinance passed.
- Mr. Brandenburg informed the Commission this is only the first reading.

Approval of Ordinance 2018 - 01.

Motion by Commissioner Hill. Seconded by Commissioner Everett. Motion carried unanimously.

Resolutions:

Mr. Brandenburg read Resolution 2018 - 16 into the record.

 RESOLUTION 2018 – 16 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING BUDGET AMENDMENTS No. 3 IN THE AMOUNT OF \$149,800.00, TO THE 2017 - 2018 FISCAL YEAR BUDGET.

Approval of Resolution 2018 - 16.

Motion by Vice Mayor Murvin. Seconded by Commissioner Hill. Motion carried unanimously.

Mr. Brandenburg read Resolution 2018 - 17 into the record.

2. RESOLUTION 2018 – 17 A RESOLUTION OF THE CITY COMMISISON OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE SEXUAL HARASSMENT POLICY.

Approval of Resolution 2018 - 17.

Motion by Commissioner Everett. Seconded by Commissioner Hill.

Mayor Babb suggested adding language to have an external entity conduct sexual harassment claims and a discussion ensued.

Mr. Brandenburg instructed to add language that state Human Resource and the City Attorney conduct the initial investigation and depending on the nature require and external entity to investigate.

Approval of Resolution 2018 – 17 with amendments.

Motion by Commissioner Hill. Seconded by Commissioner Walker.

Motion carried unanimously.

Public Hearings: (none)

Proclamations: (none)

Presentations:

1. Business of the Month - Hikari Protection Agency

Commissioner Murvin presented Hikari Protection Agency with a certificate for Business of the Month.

2. Business of the Month – Pahokee Chamber of Commerce

Mayor Babb presented Pahokee Chamber of Commerce with a certificate for Business of the Month.

Report of the Mayor:

Mayor Babb congratulated Vice Mayor Murvin and Mr. Williamson on their achievements. He encouraged everyone to participate in the Great American Clean-up and if you can't attend you may clean-up your own property. Mayor Babb recommended hosting a City Manager and Commissioner Company Retreat and gave a brief description of some topics he would like to address.

Mr. Brandenburg informed the Commission to make sure they are not violating the Sunshine Laws.

Approval of staff gathering information to conduct a company retreat.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

Also, Mayor Babb informed the citizens that he will be having surgery again on his left eye scheduled for April 25th at Palm Beach Garden Surgical Center.

Report of the City Manager:

Mr. Williamson informed the citizens that we are heading into hurricane season and the City will provide preparedness information on the City's website. He advised the City has hired an additional Code Enforcement Officer (part-time) that will be working on the weekends and gave a brief description of changes within the Code. Mr. Williamson reported he was hesitant about having a discussion about Technomarine which has a lot to do with Ordinance 2018 – 01 and he doesn't feel comfortable without it being addressed.

Report of the City Attorney:

Mr. Brandenburg notified the Commission that Ms. Sara Perez has filed a second lawsuit against the City of Pahokee, the Canvassing Board, Commissioner Hill and the Supervisor of Elections regarding the election and he will keep the Commission posted. He explained that the candidate can't be represented by the City which places a burden on Commissioner Hill which is a requirement by the law.

- > Mayor Babb inquired if the Commissioner could be reimbursed for the cost of an attorney if she wins that case.
- Mr. Brandenburg replied no they're not entitled to a reimbursement; it depends on the type of case.

Mr. Brandenburg explained the situation with 171 Booker Place and that the previous owner signed off on it being demolished. But, the tax directed sold the property before the City could demolish it. The new owner said that it's a

value building and their going reconstruct it; therefore, don't knock it down. Mr. Brandenburg recommended filing a lawsuit asking the courts to deem it dangerous and a nuisance, so it can be demolished.

Approval of the City Attorney filing a lawsuit against the owners of 171 Booker Place. Motion by Commissioner Everett. Seconded by Commissioner Hill. Motion carried unanimously.

Old Business (none)

New Business:

- 1. Lt. Picciolo (PBSO Report) (none)
- 2. Appoint Member Pahokee Community Revitalization Corp.

Approval of appointing Thomas Padgett, Jr. as a member of Pahokee Community Revitalization Corp. Motion by Commissioner Hill. Seconded by Commissioner Murvin.

Motion carried unanimously.

Commissioner Everett inquired about the Marina and Technomarine. He expressed concerns with losing time and money with this project

- Mayor Babb advised Commissioner Everett he can bring that up under Commission Comments.
- > Mr. Brandenburg recommended waiting on documents before discussing this matter due to the fact it can put the City in a possession to be sued. He informed because of the discussion tonight, you may have put yourself in a position to be sued.
- > Commissioner Everett inquired asking a question regarding the project put the City in a position to be sued. He doesn't want it to be communicated that he's putting the City in a position to be sued and a discussion ensued.

Citizens Comments:

Rev. Margaret Smart (resident) expressed concerns with trash pick-up. She advised someone was cutting down trees and weed which was placed on the trash pile after the deadline and she don't want to be reliable for it.

Mr. Williamson advised that was FP&L and informed it's a State road.

Mr. Mansie Miller (resident) redacted his comment card.

Ms. Lynda Moss (resident) indicated concerns with the comment cards being submitted fifteen (15) minute from the start of meetings and explained citizens don't know how Commissioners feel until the end of the meeting.

City Commission Comments:

Commissioner Hill thanks everyone for attending and read a scripture to the citizens. She explained her situation which has taken place while serving the citizens and how it made her strong enough to take anything coming in her direction. She informed everyone that she will just fine.

Commissioner Walker inquired about the meeting with Mr. Santiago.

- Mr. Williamson replied we haven't had a meeting with Mr. Santiago.
- > Commissioner Walker expressed concerns with the parks in the City not being available to the community and not activities.
- Mr. Williamson said it's maintained and they use it all the time.
- > Commissioner Walker wanted an update of the director's salaries.
- Mr. Williamson replied he sent that out two (2) months ago.

Commissioner Everett explained that he still had a pressing concern regarding the ordinance that was passed tonight and wanted some insight from the City Manager in reference to his un-readiness.

> Mr. Williamson gave a description of the project with Technomarine.

- > Commissioner Everett expressed that was facts and not hearsay.
- > Mr. Williamson advised there's no physical work being done and a discussion ensued.

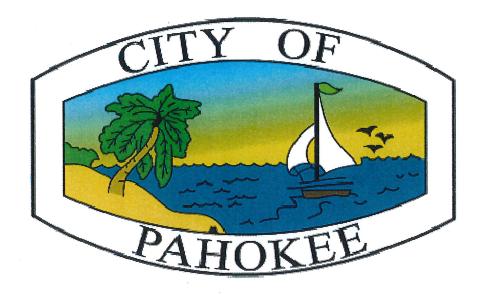
Vice Mayor Murvin announced on April 13, 2018 FRRC Second Chance Workshop will be held at Glade Central High School from 5:00pm until 8:00pm.

Commissioner Everett announced Pahokee Elementary will be taking a trip to St. Augustine and the Kennedy Space Center, they're addressing the Commission for assisting with the expense. Commissioner Everett informed he doesn't want anyone misrepresenting him, he will not knowingly place the City in a legal bind.

Commissioner Walker asked for a follow-up on the baseball fields, track fields and basketball courts.

There being no further business to discuss, Mayor Babb adjourns the meeting at 8:40p.m.

Keith W. Babb, Jr., Mayor



RESOLUTIONS

RESOLUTION 2018 - 18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SUBRECIPIENT AGREEMENT BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE.

WHEREAS, Palm Beach County has entered into a Vendor Agreement with the Area Agency on Aging, Palm Beach Treasure Coast Inc., (Agency) under which Agency is to provide a set amount of funds to the County to be used to assist in providing transportation services for Senior Citizens in Palm Beach County; and,

WHEREAS, up to \$44, 000.00 of the funding provided to the County under the Vendor Agreement has been designated by the Agency for the City of Pahokee Senior Citizens' Wellness Transportation Program; and,

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party.

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

- **Section 1.** This Agreement shall relate back and take effect as of January 1, 2017 and shall continue until the later of December 31, 2018.
- **Section 2.** The Mayor is hereby authorized and directed to execute the attached Sub-recipient Agreement.

PASSED AND ADOPTED this 24th day of April, 2018.

ATTESTED:		
	Keith W. Babb, Jr., Mayor	
Tijauna Warner, City Clerk		
APPROVED AS TO LEGAL SUFFICIENCY:	Mayor Babb	
AFFROVED AS TO LEGAL SUFFICIENCY.	Commissioner Everett	
	Commissioner Hill	
C. M.D. 1.1. C'. Au	Vice Mayor Murvin	
Gary M. Brandenburg, City Attorney	Commissioner Walker	

SUB-RECIPIENT AGREEMENT BY AND BETWEEN PALM BEACH COUNTY, FLORIDA AND THE CITY OF PAHOKEE

AAA Sub-Recipient Agreement 01/01/2017

THIS SUB-RECIPIENT AGREEMENT is entered into effective as of January 1, 2017, by and between Palm Beach County, Florida (the "County") and the City of Pahokee, Florida (the "City"), in furtherance of the Standard Agreement for Older Americans Act Program Title III (IAO16-9635) dated January 1, 2016, as it has been and may be amended from time to time, (the original and all amendments are collectively referred to herein as the "Standard Agreement") which the County has entered into with the Area Agency on Aging, Palm Beach Treasure Coast, Inc. (the "Agency").

WHEREAS, the County has entered into the Standard Agreement with the Agency under which the Agency is to provide a set amount of funds to County to be used to assist in providing transportation services for Senior Citizens in Palm Beach County; and

WHEREAS, up to \$44,000 of the funding provided to County under the Standard Agreement has been designated by the Agency for the City of Pahokee Senior Citizens' Wellness Transportation Program (also referred to herein as the "Program"); and

WHEREAS, the Agency and City have requested that the County "pass through" to the City, as a designated Sub-Recipient, up to \$44,000 of the funding to be provided to the County under the Standard Agreement; and

WHERERAS, the City has received and reviewed the Standard Agreement, a copy of which is attached hereto and incorporated herein by reference, and acknowledged and agreed that it will fulfill all the requirements applicable to the County under the Standard Agreement and by law, as they relate to the services to be provided for the City of Pahokee Senior Citizens' Wellness Transportation Program, unless directed otherwise in writing by the County; and

WHEREAS, the City acknowledges and affirms that it has also received and reviewed a copy of the Area Agency on Aging of Palm Beach/Treasure Coast, Inc. Master Agreement for Federal and State Programs (Agreement No. IM015-9635 January 2016) and the amendments thereto (collectively referred to herein as the "Master Agreement") entered into between the Agency and the County, which is incorporated into and made a part of this Sub-Recipient Agreement by reference, and that it will fulfill all the requirements applicable to the County under said Master Agreement, as the requirements relate to the City's provision of services under this Sub-Recipient Agreement, unless directed otherwise in writing by the County.

NOW, THEREFORE, the County and the City do mutually agree as follows:

- 1. The forgoing statements are true and accurate, and are incorporated into and made a part of this Agreement.
- 2. The County's contract representative during the term of this Sub-Recipient Agreement is Palm Tran's Executive Director or his designee, whose telephone number is 561-841-4200. The City's contract representative during the term of this Sub-Recipient Agreement is the City Clerk, whose telephone number is (561) 924-5534.
- 3. This Sub-Recipient Agreement shall relate back and take effect as of January 1, 2017 and shall continue until the later of December 31, 2018 or such time as the duties and obligations for which the City is responsible under this Agreement have been satisfied, as determined by the County, or the agreement terminated.
- 4. A. The City will provide transportation services in furtherance of its Senior Citizens' Wellness Program in accordance with the terms and conditions of the Standard Agreement, to the fullest extent thereof. City acknowledges that it has received, read, is familiar with and shall comply with and satisfy all obligations of the County (Provider) in the same manner and to the same extent as if the City had entered into the Standard

Agreement with the Agency and was bound to fulfill the "Provider's obligations established in the Standard Agreement, except to the extent that the City is directed otherwise or relieved of the performance of a particular obligation, in whole or in part, by the County's contract representative in writing.

- B. The City will provide transportation services in accordance with the terms and conditions of the Master Agreement to the fullest extent thereof. City acknowledges that it has received, read, is familiar with and shall comply with and satisfy all obligations of the County (Provider) in the same manner and to the same extent as if the City had entered into the Master Agreement with the Agency and was bound to fulfill the "Provider's" obligations thereunder. Such obligations include but are not limited to the obligations of the Provider described in Sections 4 through 11, 16, 17, 26 through 34, 37, 46, 47, and 51 through 53, unless relieved of such obligation or directed otherwise, in whole or in part, by the County in writing. The City shall complete and submit to County, Attachments I and V, and A, B, D, G, H and J to the Master Agreement and any exhibits referenced in said attachments or any provision of the Master Agreement, unless relieved of such obligation or directed otherwise in writing by the County.
- 5. A. The City shall not perform any act or refuse to comply with any County direction or request which would cause the County to be in violation of the Standard Agreement, contribute to or cause the Agency to seek to terminate the Standard Agreement, or cause the Agency to seek the return of any Agency funds or payments made to City. The City will immediately remedy, at its sole cost and expense, any deficiency or violation of the Standard Agreement found by the County or the Agency, upon notice of such and take all other corrective actions required by County and/or Agency. The County may also retain payments for any trips not provided in accordance with the requirements of the Standard Agreement and this Sub-Recipient Agreement and/or terminate this Sub-Recipient Agreement upon written notice. The City will immediately return to County any funds which the County or Agency determine were not used in accordance with the Standard Agreement or this Sub-Recipient Agreement or this Sub-Recipient shall be repaid within five (5) days of demand thereof.
 - B. The County may terminate this Sub-Recipient Agreement for any reason, whether for cause or convenience, upon written notice of termination to the City. The County may terminate this Sub-Recipient Agreement for cause upon five (5) days notice to the City. County may terminate this Sub-Recipient Agreement with or without cause and for its convenience upon ten (10) days notice to the City. The City may terminate with or without cause and for its convenience upon thirty (30) days notice to the County. Upon receipt of a notice of termination, the City shall immediately cease services as directed by the County. The City shall be paid for services provided in conformity with the Sub-Recipient Agreement, in whole or in part, up to the date that it is notified to cease. All notices shall be provided in writing and sent to the party's contract representative in accordance with Section 25 of this Sub-Recipient Agreement.
 - C. Nothing contained in this Sub-Recipient Agreement shall modify or remove any of the consequences for non-compliance under the Standard Agreement, all of which are made applicable to the City as Sub-Recipient by virtue of this Sub-Recipient Agreement, unless determined otherwise by County, in its sole discretion.
- 6. In accordance with the terms of this Sub-Recipient Agreement, the City will be paid for the service delivery of up to 9,166 trips at a reimbursable rate not to exceed \$4.80 per one-way trip. The total amount that the City may be paid under this Sub-Recipient Agreement shall not exceed the amount of \$44,000.
- 7. The data required under the Standard Agreement, including but not limited to that which is addressed in Attachments I, V, VI, VII, X, XI of the Agreement shall be submitted with each monthly invoice by the City to the County, with a copy forwarded directly to the Agency. The City shall provide any other data or information requested and complete all forms required by County. The attachments and exhibits may be modified by the Agency, and in such case, City shall utilize the modified attachments and exhibits provided by County.

- 8. The City will cooperate and assist the County with the preparation of certifications, documents and reports, and prepare and furnish all such certifications, documents or reports requested by County regarding the services provided under this Sub-Recipient Agreement and the individuals utilizing the services. In addition, the City shall be solely responsible for preparing all reports and meeting any and all National Transit Database (NTD) reporting and other requirements of the Federal Transit Act, as amended, and the applicable implementing rules and regulations. These reports include, but are not limited to, random surveys of selected fixed-route trips, daily accounting of revenue and non-revenue hours and miles, passenger counts, and any other information needed for the complete performance of the National Transit Database (NTD) Report required by the FTA. City shall provide such information, data or reports as required by NTD, with copy to the County.
- 9. The City acknowledges that all of its records relating to this Sub-Recipient Agreement are public records for the purposes of Chapter 119, F.S., and that the City will comply with the requirements of laws relating to public records. The City will maintain the public records for a period of no less than six (6) years from the expiration or termination of this Agreement or such additional period required by Sections 8 and 9 of the Master Agreement. The County shall have the right to unilaterally terminate this Agreement for refusal by the City to allow public access to all documents, papers, records and other materials related to this Agreement in accordance with Florida law.
- 10. The City acknowledges that the County will act solely as a third party administrator. In such role, the County may request, receive and forward documentation required or sought by Agency or County from the City, and will make payments to the City in accordance with the terms of the Standard Agreement as it may be amended and this Sub-Recipient Agreement. The County's obligation to make payments to the City is conditioned upon the City fulfilling the duties, obligations and responsibilities of the County under the Standard Agreement as they relate to the Program, the Agency's approval and authorization of payment for the activities of the City as they relate to the Program, and County's receipt of funds for the purpose of this Sub-Recipient Agreement.
- 11. The County shall have no obligation to any other entity, contractor or person who is anyway associated with this Sub-Recipient Agreement or benefits from the performance of this Agreement. This Sub-Recipient Agreement confers no rights on any entity other than the parties and the Agency, and is not otherwise intended to be a third party beneficiary contract. Agency is expressly authorized to enforce any of the City's duties and obligations under this Sub-Recipient Agreement.
- 12. The City shall insure that all services provided hereunder are fully accessible to the disabled and provided in conformity with the requirements of the Americans with Disabilities Act of 1990, as it has and may be amended from time to time, and the implementing regulations thereto (referred to collectively as the "ADA"). The City shall be responsible for any all liability which may or shall inure to the County as a result of the City's performance or failure to perform in accordance with the ADA.
- The City agrees that no person shall on the grounds of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Sub-Recipient Agreement.
- 14. The City 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.
- 15. Pursuant to Palm Beach County Resolution No. R 2014-1421, as it may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that it shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

- The City has submitted a copy of its non-discrimination policy, which is consistent with the above paragraph and 16. Palm Beach County Board of County Commissioner Resolution No. R-2014-1421, as amended. In the event the City does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County and attached hereto as Exhibit A, that it will conform to the County's non-discrimination policy as provided in R- 2014-1421, as amended.
- A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the City 17. acknowledges that it is self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such limits that may change and be established by the Florida Legislature. In the event the City maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, F.S., the City agrees to maintain said insurance policies at limits not less than \$1,000,000 combined single limit for bodily injury or property damage.
 - B. The City agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes, in accordance with law.
 - C. Upon request, the City shall provide a Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, acceptable to County, as evidence that it has obtained and has in effect the abovementioned coverages.
 - D. Any policy of insurance obtained pursuant to the requirements of this Agreement shall designate the Palm Beach County Board of County Commissioners and Palm Tran, Inc. as additional insureds.
- The County's performance and obligation to pay under this Sub-Recipient Agreement is contingent upon an 18. annual appropriation by its governing body for the purposes of this Agreement. In addition, the County shall not be obligated to pay or perform: 1) For any services for which payment is sought that are not payable under the Standard Agreement or this Agreement; 2) If the Agency does not approve the requisition for payment or invoice submitted by the County to Agency for payment for services provided by the City; or 3) If the Agency terminates or cancels the Standard Agreement with the County. City expressly waives and releases the County from liability, of any kind or nature, as a result of the occurrence of any of the foregoing events. The City also represents and warrants that the City's governing body has or intends to appropriate all funds needed for the purposes of this Sub-Recipient Agreement.
- To the extent permitted by law, the City agrees that it is liable for all claims, suits, judgments, or damages arising 19. out of the negligent or intentional acts or omissions of the City, its agents and employees, in the course and scope of the services performed under this Sub-Recipient Agreement. Nothing contained in this paragraph shall act as a waiver of either party's sovereign immunity in excess of that waived by the State Legislature in Section 786.28, F.S.
- Nothing contained herein is intended to nor shall it create an agency relationship between the City and the County. 20. City acknowledges and affirmatively represents and asserts that it is familiar with the terms and conditions of this Sub-Recipient Agreement, the Standard Agreement and the Master Agreement, and in the performance of this Sub-Recipient Agreement it is and shall at all times be an independent contractor and not an agent or servant of the County or Palm Tran, Inc. City acknowledges that it has no authority, either express or implied, to hold itself out as a servant or agent of the County or Palm Tran, Inc. or to represent that it or any of its employees or contractors are agents or servants of the County or Palm Tran, Inc.
- This Sub-Recipient Agreement shall be construed by and governed by the laws of the State of Florida. Any and 21. all legal action necessary to enforce the agreement will be held in a court of competent jurisdiction located in Palm Beach County. 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 inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Sub-Recipient Agreement shall be borne by the respective parties. This clause pertains only to the parties to this Sub-Recipient Agreement.
- No waiver of any provisions of this Sub-Recipient Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
- 24. The preparation of this Sub-Recipient Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 25. All written notices required under this Sub-Recipient Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Clinton B. Forbes, Executive Director Palm Tran, Inc. 3201 Electronics Way West Palm Beach, FL. 33407

And, if sent to the Grantee shall be mailed to:

City of Pahokee Attn: City Clerk 171 North Lake Ave. Pahokee, FL 33476

Each party may change its address upon notice to the other.

- A. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code as set forth in Sections 2-421 through 2-440, of the Code as they 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 City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
 - B. City shall cooperate with the Inspector General. Such cooperation shall include, but not be limited to, the provision of access to records regarding this Sub-Recipient Agreement. Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-440, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- Neither this Sub-Recipient Agreement, nor any interest herein, shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the City without the prior written consent of County.
- The County has agreements which require the County to agree and assure agencies of the State of Florida that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of employees and the employees of subcontractors. Accordingly, the City agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility

of its employees and that it will require any subcontractor used to perform transportation services to verify the employment eligibility of its employees. The City shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the County, Agency and/or other applicable State agency on forms and in the manner required by the County. The City affirms that it will not employ unauthorized aliens or take any other act which may cause the County to be in violation of any term or condition of any agreement between the County, Agency or other agency of the State.

- 29. Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Sub-Recipient Agreement.
- The County and City agree that this Sub-Recipient Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
- Any provision of this Sub-Recipient Agreement which is of a continuing nature or imposes an obligation which by its nature extends beyond the term of this Agreement, shall survive its expiration or earlier termination.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties officials this day of	have caused this Sub-Recipient Agreement to be executed by their duly authorized, 2018.
ATTEST: SHARON R. BOCK CLERK AND COMPTROLLER	PALM BEACH COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS:
By: Deputy Clerk	By: Melissa McKinlay, Mayor
ATTEST:	City of Pahokee, by its City Council
By: Tijauna Warner, City Clerk	By: Keith W. Babb Jr., Mayor
	APPROVED AS TO TERMS AND CONDITIONS
	By: Clinton B. Forbes Executive Director, Palm Tran
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By: Palm Beach County Attorney	

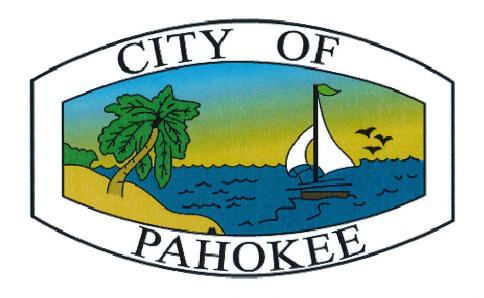
EXHIBIT A NON-DISCRIMINATION POLICY FORM Solicitation/Contract

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County "shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information."

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, prior to entering into any contract with the County." In the event an organization or entity does not have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

animing their non-discrimination policy is in commence man and recommend
Check one:
() Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.
OR
(_) Organization/Entity hereby acknowledges that it does not have a written non-discrimination policy and hereby affirms by signing below that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.
ORGANIZATION / ENTITY INFORMATION:
Name of Organization or Entity
Signature
Name (type or print)

Title



PUBLIC HEARINGS

ORDINANCE NO. 2018 - 01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING SECTION 2-272(6) OF THE CODE OF LAWS AND ORDINANCES OF THE CITY OF PAHOKEE, PROVIDING FOR THE WAIVER OF COMPETITIVE BIDDING FOR PROCUREMENTS WHERE THE FUNDING SOURCE FOR THE PROJECT MAY BE JEOPARDIZED BY THE LENGTH OF THE NORMAL PROCUREMENT PROCESS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND EFFECTIVE DATE.

WHEREAS, in certain extraordinary circumstances it may be necessary for the City Commission, by super-majority vote, to dispense with the competitive bid process, due to time restraints.

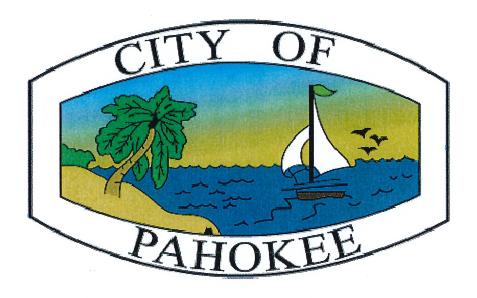
NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE THAT:

Section 1. Section 2-272(6) of the Code of Laws and Ordinances of the City is hereby created to read:

<u>Waivers</u>. The City Commission, upon a super-majority vote (4 out of 5), may waive the provisions of Sec. 2-272(4) when it is determined that to proceed with the normal procurement process will jeopardize the grant or other type of funding for the project, and the City has received approval from the provider of the grant or other source of funding to proceed with an alternative procurement process.

- **Section 2. Severability**. If any section, subsection, clause or provision of this Ordinance is declared unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.
- Section 3. Repeal of Laws in Conflict. All sections or parts of sections of the revised Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.
- Section 4. Inclusion in the Code of Ordinances. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances of the City of Pahokee, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 5.	Effective Date. City Commissio	This Ordinance sh n in second reading.	all be effective in	mmediately upon	passage by the
		0 th day of <u>April</u> cond reading this		, 2018.	
Attest: Tijauna	Warner, CITY C	LERK	Keith W. Bab	ob, Jr., MAYOR	-
MAYOR BABB COMMISSIONE COMMISSIONE COMMISSIONE COMMISSIONE	ER MURVIN ER WALKER	First Reading Yes Yes Yes Yes Yes Yes Yes Ye	Second and	Final Reading	
APPROVED AS	S TO LEGAL SUI	FFICIENCY			
Gary M. Brande	enburg, CITY AT	TORNEY			



PROCLAMATIONS

Proclamation 'Natíonal Small Busíness Week'

Whereas, America's progress has been driven by pioneers who think big, take risk and work hard; and

Whereas, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of the nation's promise; and

Whereas, small business owners and Main Street businesses have energy and a passion for what they do; and

Whereas, when we support small businesses, jobs are created and local communities preserve their unique culture; and

Whereas, because this country's 30 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

Whereas, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

Whereas, the City of Pahokee supports and joins in this national effort to help America's small businesses do what they do best - grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, be it resolved, on behalf of the City Commission and the Citizens of Pahokee, that by the virtue of the authority vested in me as Mayor of Pahokee do hereby proclaim April 29 through May 5, 2018 as;

"National Small Business Week"

Pass and Adopted this 24th day of April 2018

3.			Ġ
	Mayor Keith W. Babb, Jr.	Vice Mayor Clara J. Murvin	
S	Commissioner Felisia C. Hill	Commissioner Benny L. Lverett, 999	9
	Commissioner	Diane £. Walker	



NEW BUSINESS



In accordance with Article Four of the Bylaws of the Palm Beach County League of Cities, Inc., as amended January 25, 2017, the governing body of (City, Town, or Village name):

Took the official action and designated the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies ONLY to weighting voting items for the General Membership.			
Voting Delegate	Email:		
Alternate(s)	Email:		
Anternate(s)			
Action taken this day of_			
	Mayor Signature		
Attest:			
	Clerk Signature (SEAL)		