

CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, July 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 July 24, 2018 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

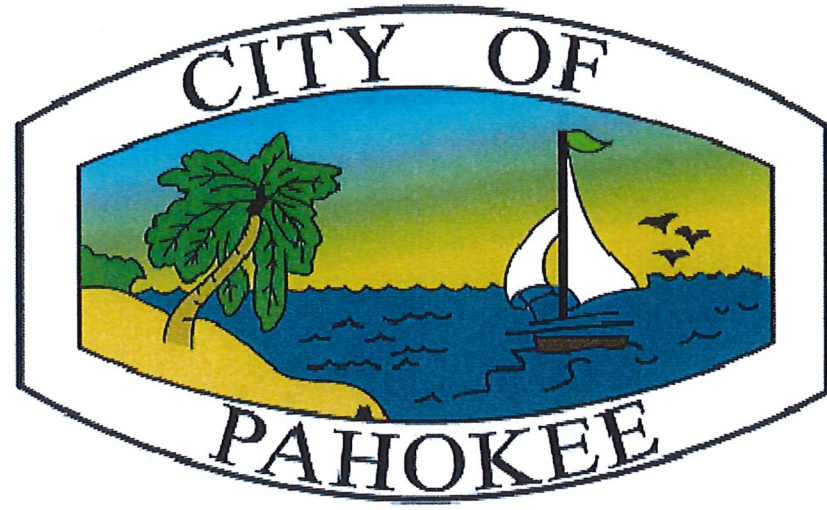
E. ADJOURN



AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, July 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. **July 10, 2018 Regular Commission Meeting Minutes**
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
 - 1. **RESOLUTION 2018 - 42 A RESOLUTION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING THE EMPLOYMENT AGREEMENT FOR THE CITY MANAGER; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING EFFECTIVE DATE.**
 - 2. **RESOLUTION 2018 - 43 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 CODE ENFORCEMENT ACTIVITIES.**
 - 3. **RESOLUTION 2018 - 44 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO CONTRACT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR COMMUNITY BASED AGENCIES.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
 - 1. **Mel Tillis**
- L. PRESENTATIONS:
 - 1. **Darren T Hill & Sylvia Hill - Lawn of the Month**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
- P. OLD BUSINESS:
- Q. NEW BUSINESS:
 - 1. **Lt. Picciolo (PBSO Report)**
- 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, July 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 June 10, 2018.

The meeting was called to order by Mayor Babbat 6:32p.m.

Official attendance was recorded as follows:

Roll Call:	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present(<i>via phone</i>)
	Commissioner Felisia Hill	Present
	Vice Mayor Clara Murvin	Present
	Commissioner Diane Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Deputy Barge	Present
	City Clerk Tijauna Warner	Present

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added Resolution 2018 – 41 and Resolution 2018 -42 to the agenda.

Approval of Agenda with additions.

Motion by Vice Mayor Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

Citizen Comments (Agenda Items Only):

Mr. Carl Morrison (resident) inquired about what changes were requested in the City Manager’s Contract.

- Mr. Brandenburg advised there were only two (2) changes to the City Manager’s Contract which are salary increase from \$118,000 to \$138,000 and having severance pay increase from three (3) month to four (4) month if the City Manager is terminated without a super majority vote.

Public Service Announcements: (none)

Approval of Minutes:

1. June 26, 2018 Regular Scheduled Commission Meeting Minutes

Approval of June 26, 2018 Regular Scheduled Commission Meeting Minutes.

Motion by Vice Mayor Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

Consent Agenda:(none)

Ordinances:(none)

Resolutions:

Mr. Brandenburg read Resolution 2018 -40 into the record and rolled back millage rate of 6.5419

1. **RESOLUTION 2018 – 40A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A PROPOSED TENTATIVE MILLAGE RATE AND ROLLED BACK RATE; FISCAL YEAR 2018-2019; AND SETTING THE DATE, TIME, AND PLACE OF PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE; AND TENTATIVE BUDGET; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approval of Resolution 2018 - 40.

Motion by Commissioner Walker. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Mr. Brandenburg read Resolution 2018 -41 into the record.

2. **RESOLUTION 2018 – 41A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE CAMPGROUND & MARINA PRE-FABRICATED RESTROOMS, PAVILION AND LANDSCAPING AGREEMENT BETWEEN A. GENESIS CONSTRUCTION, LLC AND THE CITY OF PAHOKEE.**

Approval of Resolution 2018 - 41.

Motion by Vice Mayor Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

Mr. Brandenburg read Resolution 2018 - 42 into the record.

3. **RESOLUTION 2018 – 42A RESOLUTION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING THE EMPLOYMENT AGREEMENT FOR THE CITY MANAGER; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING EFFECTIVE DATE.**

Commissioner Hill expressed concerns with Section 3 of the City Manager’s Contract.

- Mr. Brandenburg explained Section 3 to the Commission and a discussion ensued.

Approval of Tabling Resolution 2018 – 42 until July 24, 2018 City Commission Meeting.

Motion by Commissioner Hill. Seconded by Commissioner Walker.

Motion carried unanimously.

Commissioner Everett excused himself from the City Commission Meeting.

Proclamations:(none)

Presentations:

1. **Marcia Andrews – Key to the City**

Vice Mayor Murvin presented a Key to the City of Pahokee to Ms. Marcia Andrews for her outstanding service to the City of Pahokee.

Report of the Mayor:

Mayor Babb informed everyone that the Commission may disagree, but they are going to do it in an agreeable way. He announced we are in hurricane season and the Guardian of the Glades will be hosting a Community Workshop July 16, 2018 at the Mary Evans Resource Center in Belle Glade. Also, he announced Palm Beach County is inviting everyone to attend the Groundbreaking Ceremony for the Orange Bowl at Pioneer Park tomorrow and gave brief explanation.

Report of the City Manager:

Mr. Williamson advised the City Commission to be aware of the budget calendar for upcoming meetings. He announced the City of Pahokee Back to Scholl Bash will be hosted August 4th and gave a brief description. Mr. Williamson reminded the City Commission of the FLC Annual Conference. He advised Parks and Recreation is receiving upgrades from the surtax funds and gave a brief description on ongoing projects.

Report of the City Attorney:

Old Business *(none)*

New Business:

1. **Lt. Picciolo (PBSO Report)** *(none)*

Citizens Comments:

Mr. Carl Morrison Sr. *(resident)* inquired when will the City be hosting the Town Hall Meeting.

- Mr. Williamson advised he has a preliminary date of July 30th.

Mr. Sam Mckinstry *(resident)* inquired what's the date of construction completion on the Marina.

- Mr. Williamson replied September 1st.
- Mr. Mckinstry inquired why is it taking so long to complete a simple project.
- Mr. Williamson replied it's construction.
- Mr. Mckinstry inquired why the Marina & Campground was allowed to get to the situation it's in right now.
- Mr. Williamson replied now we are doing something about that, but I can explain the past.

Mr. Brandenburg gave an updated on the lawsuit filed against Technomarine, he informed the City Commission that Technomarine made an offer to pay \$75,000 back to the City. Mr. Brandenburg recommended the City Commission to decline the offer of \$75,000.

Approval of Declining the Offer of \$75,000 from Technomarine.

Motion by Vice Mayor Murvin. Seconded by Commissioner Hill.

Motion carried (4) Aye; (1) Absent. *(Everett)*

City Commission Comments:

Vice Mayor Murvin had no comments.

Commissioner Walker thanks Ms. Marcia Andrews for her support.

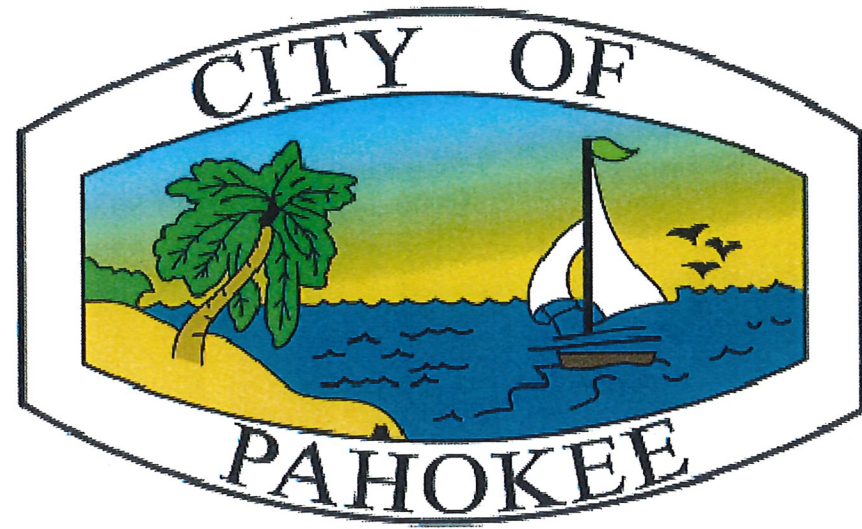
Commissioner Hill had no comments.

There being no further business to discuss, Mayor Babb adjourns the meeting at 7:49p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, City Clerk

Regular Scheduled Commission Meeting – July 10, 2018



RESOLUTIONS

RESOLUTION 2018 - 42

A RESOLUTION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING THE EMPLOYMENT AGREEMENT FOR THE CITY MANAGER; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee, Florida, has determined that in the interest of retaining a qualified City Manager, it wishes to make certain changes to the City Managers contract.

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

Section 1. The attached 4th Amendment to the Employment Agreement between the City of Pahokee and Chandler Williamson, dated: _____, is authorized and approved.

Section 2. The Mayor and the City Clerk are directed to execute the 4th Amendment to the Employment Agreement between the City of Pahokee and the City Manager, attached hereto.

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

ATTESTED:

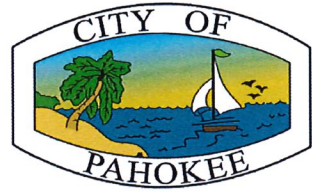
Tijauna Warner, City Clerk

Keith W. Babb, Jr., Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

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



**City of Pahokee
And
City Manager**

**Amendment No. 4 to
Employment Agreement**

THIS EMPLOYMENT AGREEMENT AMENDMENT, made and entered into this ___ day of _____, 2018, by and between the CITY OF PAHOKEE (hereinafter referred to as "CITY"), and Chandler Williamson (hereinafter referred to as "CITY MANAGER").

WITNESSETH:

WHEREAS, the CITY desires to employ Chandler Williamson as City Manager of the CITY OF PAHOKEE; and

WHEREAS, it is the desire of the CITY OF PAHOKEE to provide certain benefits, establish certain conditions of employment, and to set the working conditions of said MANAGER, and

WHEREAS, it is the desire of the CITY OF PAHOKEE to **(1)** secure and retain the service of Chandler Williamson, and provide inducement to him to remain in such employment, **(2)** to make possible full work productivity by assuring the Manager's morale and peace of mind with respect to the future security, **(3)** promote and foster trust between the CITY COMMISSION and the Manager, and **(4)** to provide a just means for terminating the Manager's services; and

NOW, THEREFORE, the parties, intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, agree to amend the Employment Agreement, dated April 6, 2015, as follows:

SECTION 1. EMPLOYMENT AS CITY MANAGER

The CITY agrees to employ Chandler Williamson as City Manager of the CITY commencing April 6, 2015. The CITY MANAGER shall be responsible only to the City Commission and shall satisfactorily perform the duties of City Manager as determined by the City Commission and as set forth in the City Charter, Florida Statutes, City Ordinances, and other applicable law. CITY MANAGER shall have the authority and responsibility to direct and supervise the operation of the CITY and to appoint, employ, and terminate employment or services of such individuals as may be necessary for the proper and efficient operation of the CITY, in accordance with the CITY'S Personnel Policies and other CITY policies, as amended from time to time.

SECTION 2. TERM

- A. This contract shall commence on April 6, 2015, subject to the provisions of this Agreement.
- B. This Agreement shall not prevent, limit or otherwise interfere with the right of CITY MANAGER to resign at any time from his position with the CITY, provided he provides the CITY thirty (30) days' notice in advance. If CITY MANAGER resigns, the lump sum for sick and vacation time for the year of his resignation will be allocated in accordance with the percentage of the year worked. CITY may set an earlier departure date at CITY's option upon receipt of a resignation letter. In the event, CITY MANAGER resigns, the CITY shall pay CITY MANAGER for all of the time through the thirty days' notice date, regardless of whether the CITY exercises its option to set an earlier departure date, including all regular compensation due him as of the last day of his employment.

SECTION 3. TERMINATION OF THIS CONTRACT

The CITY may terminate this contract as set forth below:

A. WITHOUT CAUSE

- (1) 4/5 Vote

The CITY, upon a 4/5th vote of its commission members, may terminate this contract without cause at any time for any or no reason by paying CITY MANAGER three months' severance and 100% of unused sick and vacation time. Severance shall be paid based upon CITY MANAGER'S base annual salary at the time of termination. If the Commission exercises its right to terminate

without cause, it shall provide written notice of such termination to the CITY MANAGER.

(2) 3/5 Vote

The CITY, upon a 3/5th vote of its commission members, may terminate this contract without cause at any time for any or no reason by paying CITY MANAGER four months' severance and 100% of unused sick and vacation time. Severance shall be paid based upon CITY MANAGER'S base annual salary at the time of termination. If the Commission exercises its right to terminate without cause, it shall provide written notice of such termination to the CITY MANAGER.

B. WITH CAUSE

In the event the CITY decides to terminate this contract for cause, the CITY shall not owe CITY MANAGER any compensation other than the Regular Compensation due him for all time worked through and including the date of termination and 100% of unused sick and vacation time. The CITY Commission's determination of causes shall be final and conclusive. "Causes" is defined as:

- (1) Misfeasance, malfeasance and/or nonfeasance in the performance of his CITY MANAGER duties and responsibilities.
- (2) A plea agreement, a plea or *nolo contendere*, or a conviction of a felony or misdemeanor, whether or not adjudication is withheld, involving conduct contrary to the community's standards of justice.
- (3) Unsatisfactory performance based on Annual Evaluation criteria where CITY MANAGER failed to meet reasonable written performance goals and objectives agreed to by the Commission as a body in a duly-called meeting. CITY MANAGER shall be reviewed and evaluated only on these criteria.

SECTION 4. EVALUATION OF PERFORMANCE

- A. Annually, the CITY shall define such goals and performance objectives which it determines are necessary for the proper operation of the CITY and the attainment of the CITY'S policy objectives. The initial goals and objectives shall be established within sixty (60) days of employment. The CITY shall further establish a relative priority among those various goals and objectives which shall be reduced to writing.

- B. The CITY shall review and evaluate the performance of CITY MANAGER annually each Commissioner shall submit the written reviews to the Human Resources Director two weeks prior to the anniversary date of this contract (March 23rd, 2019) and shall provide the evaluation to CITY MANAGER in writing.
- C. Upon the completion of the annual performance review, CITY MANAGER shall be entitled to any standard increases in pay or bonus generally given to all senior management employees and any other increase given, at the sole discretion of the Commission.

SECTION 5. REGULAR COMPENSATION

- A. **Salary.** CITY MANAGER shall be paid an annual base salary of \$138,000, commencing on _____, 20__, payable in bi-weekly installments. CITY MANAGER'S annual salary shall be reviewed for possible increase upon CITY MANAGER'S yearly anniversary thereafter. Further, CITY MANAGER'S salary and benefits can only be reduced if all employee's salaries and benefits are reduced and only by the same percentage reduction of all employee's salaries and benefits. CITY MANAGER'S salary and benefits may be reduced if a new contract is negotiated and agreed upon by CITY MANAGER.

SECTION 6. PAYMENTS UPON SEPARATION FROM EMPLOYMENT

- A. Termination payments shall be made, less applicable taxes and withholding, within thirty (30) days of termination.

SECTION 7. DISABILITY

- A. If CITY MANAGER is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of twelve successive weeks, the CITY shall have the option to terminate this Agreement, in accordance with the provisions and requirements of Section 3B (with cause) of the contract. Any payments due to CITY MANAGER will be offset by any disability benefits CITY MANAGER receives from or through the CITY for the twelve (12) week period.
- B. Where necessary, to determine whether to continue the services of CITY MANAGER due to his disability, the CITY reserves the right to require a physical or psychiatric examination by a qualified physician or psychiatrist to

be chosen by CITY MANAGER from a list of at least three doctors approved by the CITY. In the event such an examination is required, the CITY will pay all costs of said examination.

SECTION 8. OUTSIDE EMPLOYMENT

CITY MANAGER shall be a full time employee of the CITY. CITY MANAGER shall not be employed by any other employer.

SECTION 9. BENEFITS

- A.** Vacation Leave – CITY MANAGER shall receive a lump-sum allocation of 140 hours per year of vacation leave, commencing April 6, 2017, and each anniversary date thereafter.
- B.** Sick Leave – CITY MANAGER shall receive a lump-sum allocation of 120 hours of sick leave, commencing April 6, 2017, and each anniversary date thereafter.
- C.** Holidays – CITY MANAGER shall be entitled to paid holidays in accordance with City policy.
- D.** Dues, Subscriptions and Education – CITY agrees to budget and pay for reasonable participation in such conference or seminars as approved by the CITY, and to pay such reasonable professional dues and subscriptions CITY MANAGER requires for full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, as approved by the CITY in advance.
- E.** Insurance – CITY agrees to provide CITY MANAGER and his dependants with health insurance coverage, equivalent to that provided for other CITY employees in accordance with CITY policy. The CITY shall also purchase term life insurance with an equivalent value of one (1) year's salary for CITY MANAGER, payable to the beneficiary of his choice.
- F.** In addition to the benefits referenced herein, CITY shall provide to CITY MANAGER all of the standard benefits that apply generally to other CITY employees at the Senior Management level.
- G.** Automobile Allowance. CITY will supply CITY MANAGER with a suitable automobile.

H. CITY shall pay an additional 2% of salary on behalf of the CITY MANAGER to the Florida League of Cities Retirement Plan.

SECTION 10. HOURS OF WORK

It is recognized that the CITY MANAGER must devote a great deal of time outside the normal office hours of the CITY, and that the CITY MANAGER will be allowed to take compensatory time upon prior approval of the City Commission.

SECTION 11. ENTIRE AGREEMENT

The text herein continued shall constitute the entire agreement between the parties.

By: _____
Print Name: _____
Date: _____

ATTEST:

CITY OF PAHOKEE

By: _____
Tijauna Warner, City Clerk

By: _____
Keith W. Babb, Mayor

Approved for legal sufficiency by:

Gary Brandenburg, City Attorney

RESOLUTION 2018 - 43

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 CODE ENFORCEMENT ACTIVITIES.

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 1 of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County made \$39,654 in CDBG funds available to the City of Pahokee to provide services to low or moderate income property owners within its Municipal boundaries by funding code enforcement services to enforce applicable housing and codes; and

WHEREAS, both parties desire to the terms and conditions set forth herein this agreement.

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 24th day of July, 2018.

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

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



PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY
DOCUMENT TRANSMITTAL

TO: CODE ENFORCEMENT AGREEMENTS

July 11, 2018

RE: CDBG Agreements for FY 2018/2019

PLEASE RETURN YOUR AGREEMENTS PER THE FOLLOWING:

1. BLUE INK: SIGN ALL DOCUMENTS IN BLUE INK

2. SEAL: INCLUDE AGENCY/MUNICIPALITY SEAL ON ALL DOCUMENTS

IF YOUR ORGANIZATION DOES NOT HAVE A SEAL, 1) ATTACH A LETTER ON YOUR LETTERHEAD STATING SO, **AND** 2) PRINT THE WORD "SEAL" WITHIN A CIRCLE AT THE LOCATION INDICATED FOR THE AGENCY SEAL.

3. DO NOT INSERT A DATE ON THE DOCUMENTS. HES WILL INSERT THE DATE

4. CERTIFICATE OF INSURANCE: PURSUANT TO INSURANCE SECTION OF THE AGREEMENT, PLEASE UPDATE YOUR INSURANCE THROUGH THE **ITS** SYSTEM AND FORWARD THE COUNTY AN UP-TO-DATE CERTIFICATE OF INSURANCE

INSURANCE COVERAGE **MUST** MEET THE INSURANCE AMOUNT REQUIREMENTS IN THE AGREEMENT. THE CERTIFICATE MUST SHOW THE **ADDITIONAL INSURED** AS "PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O DEPARTMENT OF ECONOMIC SUSTAINABILITY".

5. SIGNATORY AUTHORITY: **PROVIDE A LETTER ON YOUR LETTERHEAD**

(A) CERTIFYING WHICH INDIVIDUALS ARE AUTHORIZED TO SIGN ON BEHALF OF YOUR ORGANIZATION. YOUR LETTER MUST BE SIGNED BY AN OFFICER OF THE CORPORATION, **AND**

(B) THE SOURCE OF THIS AUTHORITY (E.G., BOARD RESOLUTION, MINUTES, BY LAW, ETC.) **MUST** BE INCLUDED.

REMINDER - NO SUPPLANTING OF FUNDS

CDBG funds shall not be used by the Municipality to supplant expenditures from other Federal, State, or local sources or funds independently generated by the Municipality. Violation of this prohibition may trigger HUD to require repayment of CDBG funds by the Municipality. By accepting the CDBG funds, you acknowledge that your organization has not budgeted non-CDBG funds to cover the same costs of the activity for which you are receiving this CDBG award.

PLEASE RETURN ALL DOCUMENTS TO:

Joe Greco @ Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Phone: 561-233-3617; e-mail: jgreco2@pbcgov.org



**Department of
Housing
&
Economic
Sustainability**

Contract Development and
Quality Control

100 Australian Avenue South -
Suite #500

West Palm Beach, FL 33406

(561) 233-3600

www.pbcgov.com/ides

**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor

Mack Bernard, Vice-Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven Abrams

Mary Lou Berger

County Administrator

Verdenia Baker

"An Equal Opportunity
Affirmative Action Employer"

DATE: July 11, 2018

TO: CDBG Municipalities – Code Enforcement Agreements

FROM: Joe Greco, RE Contract Analyst 

RE: Agreements for 2018-2019 Funding

Attached for execution are three (3) original Agreements for Fiscal Year 2018/2019. Funding will be effective for eligible expenses beginning October 1, 2018.

Please follow the instructions on the attached sheet and forward the executed documents to my attention at HES as soon as possible.

IMPORTANT ITEMS

1. These Agreements are for Code Enforcement activities. Your Agreements will be processed in one Receive and File Agenda Item for approval by the BCC on or about October 2, 2018. If one or more of the sub-recipients' documentation is lacking, the Agenda Item will not move forward and all Municipalities may be impacted by the delay.
2. Please read the insurance requirements carefully and be sure that the certificates are current and address all items required. Be sure to update your information through the County's "ITS" as directed in the Insurance section of the Agreement. Sub-recipients whose insurance is not updated through "ITS" and not in compliance will not receive their executed Agreement until the insurance is current and in compliance. If in the past you have submitted a letter confirming that the Agency has "no autos", please do so again.

If you have questions or comments, please feel free to contact me at 561-233-3617 or by e-mail at jgreco2@pbcgov.org.

**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 **\$39,654** 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 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) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Municipality" means the **City of Pahokee**
- (E) "HES Approval" means the written approval of the HES 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 52. 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 HES, 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 HES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **THIRTY-NINE THOUSAND SIX HUNDRED FIFTY-FOUR DOLLARS (\$39,654)** for the period of October 1, 2018 through September 30, 2019. 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-18-UC-12-0004. The effective date shall be October 1, 2018 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, 2019.

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 HES 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 HES.

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 HES 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 HES. Invoices will not be honored or approved if received by HES 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 HES 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 HES. No reimbursements will be made without evidence of appropriate insurance required by

THE CITY OF PAHOKEE

this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify HES in writing within thirty (30) days of receiving notification from the funding source and shall submit a cost allocation plan for approval by the HES 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 HES 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 HES and approved by HES 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, as well as 2 CFR 200.501 through 200.507, 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 HES, COUNTY, AND U.S. HUD REQUIREMENTS

HES 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 HES, 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 HES 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 2 CFR 200 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 HES on an annual basis.

Per 2 CFR 200.307(c), levies, fines, and other such revenues generated by code enforcement activities financed under this agreement are not program income.

THE CITY OF PAHOKEE

The Municipality may request that program income be used to fund other eligible uses, subject to HES 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 early termination of this Agreement.

10.

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Municipality acknowledges that the County is committed to assuring equal opportunity in the award of grants or contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of this Agreement, including any renewals thereof, all of its employees are treated equally during employment with regard to race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered cause for termination of this Agreement.

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 HES upon HES's request.

13. **EVALUATION AND MONITORING**

The Municipality agrees that HES will carry out periodic monitoring and evaluation activities as determined necessary by HES 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 HES. Substandard performance, as determined by HES, 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 HES. The Municipality shall submit status reports required under this Agreement on forms approved by HES to enable HES to evaluate progress. The Municipality shall provide information as requested by HES to enable HES to complete reports required by the County or U.S. HUD. The Municipality shall allow HES or U.S. HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by HES or U.S. HUD.

14. **AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as HES, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to HES, 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 \$750,000 of Federal awards, the Municipality shall comply with the provision of 2 CFR 200. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200.501 through 200.507 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 HES-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 2 CFR 200, 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 2 CFR 200. 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 HES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HES 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@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 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 HES, 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 HES 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 HES.

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 HES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize HES'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) 2 CFR 200: Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards
- (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 HES 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 County.
- 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 eighteen (18) 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 will constitute one and the same instrument.

41. ENTIRE UNDERSTANDING

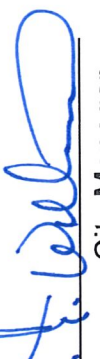
This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

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

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

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

Approved as to Form and
Legal Sufficiency

By: _____
James Brako
Assistant County Attorney

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: _____
Sherry Howard
Deputy Director

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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 all or partial salary and benefits (Health Insurance, Worker's Compensation, FICA and Pension Contributions) 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 HES, 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 HES the following reports:

- (1) **Daily Activity Record** (attached as Exhibit "C" and incorporated by reference) shall be submitted to HES 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 HES 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 all or partial salary and benefits under the CDBG Budget, (attached as Exhibit "E" and incorporated by reference). Specifically, funds shall be used for all or partial salary and benefits (FICA, health/life insurance, Workman's Compensation and pension contributions) for the Clerk.

The budget, contained herein as Exhibit "E", reflects the estimated costs of the salary and benefits covered through this Agreement. The actual amounts requested for reimbursement may vary but the total amount reimbursed shall not exceed **\$39,654**.

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

- (1) Expend, and request reimbursement from the County, of at least 75% (\$29,740) of the funding allocation no later than July 10, 2019; and

(2) Expend the remainder of the funding allocation by September 30, 2019.

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 HES.

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 HES, 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 HES 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. COUNTY RESPONSIBILITIES:

A. Reimburse the Municipality an amount not to exceed **\$39,654** for all or partial salary and benefits (Health Insurance, Worker's Compensation, FICA and Pension Contributions) of a Code Enforcement Clerk III as delineated in the budget below:

NOTE: HES may adjust amounts within the above budget line items on Exhibit E, provided that the total amount paid to the Municipality does not exceed **\$39,654**.

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

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

TO: Department of Housing & 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 HES.

Program Income:	\$ _____	\$ _____
Source of Program Income:		

Received This Period Received To Date

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 2018 - 44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO CONTRACT 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 parties entered into a Contract for Community Based Agencies (Contract) dated September 13, 2016, (R2016-1204) in the amount of \$135,305, to fund the Fresh Start Program from October 1, 2016, through September 30, 2017, and with two (2) one-year renewal options; and

WHEREAS, the parties entered into a First Amendment to a Contract for Community Based Agencies dated August 15, 2017 (R2017-1085), increasing the Contract by \$139,364, and extending the term one (1) year, October 1, 2017, through September 30, 2018; and

WHEREAS, the parties desire to extend the original Contract for the last remaining renewal option to September 30, 2019, and increase the Contract by \$143,545, for a new total not to exceed the amount of \$418,214.

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 24th day of July, 2018.

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 _____

**SECOND AMENDMENT
TO CONTRACT FOR COMMUNITY BASED AGENCIES**

THIS SECOND AMENDMENT is made as of the _____ day of _____ 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY and City of Pahokee, a municipality located in Palm Beach County, Florida, hereinafter referred to as the CITY, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, the parties entered into a Contract for Community Based Agencies (Contract) dated September 13, 2016 (R2016-1204), in the amount of \$135,305, to fund the Launch Start Program from October 1, 2016, through September 30, 2017, and with two (2) one-year renewal options; and

WHEREAS, the parties entered into a First Amendment to Contract for Community Based Agencies dated August 15, 2017 (R2017-1085), increasing the Contract by \$12,064, and extending the term one (1) year, October 1, 2017, through September 30, 2018; and

WHEREAS, the parties desire to extend the original Contract to the last remaining renewal option to September 30, 2019, and increase the Contract by \$143,545, for a new total not to exceed amount of \$418,214.

NOW THEREFORE, the parties mutually agree that the Contract is amended as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. **ARTICLE 1 – SERVICES**, the first Paragraph is hereby replaced with the following:

The CITY'S representative liaison during the performance of this Contract shall be Ivory Paschal, Program Director (telephone no. 561-924-5534).
3. **ARTICLE 2 – SCHEDULE**, Paragraph A is hereby replaced with the following:
 - A. The CITY shall commence services on October 1, 2016, and complete all services by September 30, 2019.
4. **ARTICLE 3 – PAYMENTS TO CITY**, the first sentence of Paragraph A and all of Paragraphs B and D are hereby replaced with the following:
 - A. The COUNTY shall pay to the CITY for services rendered under this Contract not to exceed a total amount of FOUR HUNDRED EIGHTEEN THOUSAND TWO HUNDRED AND FOURTEEN DOLLARS (\$418,214).
 - B. The program and unit cost definitions for this Contract year are set forth in the attached **Exhibit B-2**. All requests for payments of this Contract shall include an original cover memo on the CITY'S letterhead signed by the Chief Executive Officer, or Designee, which cover

memo, in a format acceptable to COUNTY, shall include, but not be limited to, the following language, marked appropriately and if applicable, justification provided.

“All expenses included in this claim [] were [] were not incurred in accordance with the provisions of the Agreement/Contract; and total administrative expenses did not exceed fifteen percent (15%).” [If not, please provide justification].

D. Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the CITY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website no later than the 15th of each month, separately for each corresponding program, as well as being shown as a separate expense for any evidenced-based/promising programming expenditure, 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. All payment due by COUNTY under the terms of this Contract shall be withheld until all reports due from the CITY and necessary adjustments have been approved by the COUNTY. In the event that the CITY 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.

5. **ARTICLE 7 – INSURANCE**, Paragraphs 6 and 7 are deleted in their entirety:

6. **ARTICLE 11 – NON-DISCRIMINATION** is hereby replaced in its entirety with the following:

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

7. **ARTICLE 13 – CITY’S PROGRAMMATIC REQUIREMENTS**, Paragraph H is hereby amended to add the following:

4. Review the accuracy of their program information listed on the *Birth to 22: United for Brighter Futures* directory and ensure information is maintained correct.

8. **ARTICLE 14 – ACCESS AND AUDITS**, the last Paragraph is deleted in its entirety.

9. **ARTICLE 28 – NOTICE**, the third Paragraph, is hereby replaced with the following:

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

City of Pahokee
Attn: Jongelene Adams, Director of Community & Economic Development
207 Bacom Point Road
Pahokee, FL 33476

10. **ARTICLE 32** is hereby added as follows:

ARTICLE 32 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.071, Florida Statutes, if the CITY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) Florida Statutes, the CITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CITY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- 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 CITY 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 Request, which 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 contract term and following completion of this Contract, if the CITY does not transfer the records to the public agency.
- D. Upon completion of this Contract, the CITY shall transfer, at no cost to the COUNTY, all public records in possession of the CITY unless notified by COUNTY'S representative in person, 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 CITY transfers all public records to the COUNTY upon completion of this Contract, the CITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of this Contract, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically by the CITY 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 CITY to comply with the requirements of this article shall be a material breach of this Contract. 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. CITY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CLERK 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.

11. ARTICLE 33 is hereby added as follows:

ARTICLE 33 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this contract or performing any work in furtherance hereof, the CITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel pursuant to F.S. 215.4725.
- B. **When contract value is greater than \$1 million.** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certificate has been submitted by CITY, this Contract may be terminated and a civil penalty shall be assessed to the greater of \$2 million or twice the contract value.

- 12. All references to AGENCY are hereby replaced with CITY.
- 13. **Exhibit A** is hereby replaced in its entirety with **Exhibit A-2**.
- 14. **Exhibit B-1** is hereby replaced in its entirety with **Exhibit B-2**.
- 15. **Exhibit C** is hereby deleted.
- 16. All other provisions of the Contract not modified in this Second Amendment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Second Amendment on behalf of the COUNTY and the CITY 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: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Youth Services Department

ATTEST:

CITY OF PAHOKEE, a Municipality located in
Palm Beach County, Florida:

By: _____
City Clerk

By: _____
Signature

Keith W. Babb, Jr.
Typed Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Mayor
Title

By: _____
City Attorney

DRAFT

EXHIBIT A-2

SCOPE OF WORK
FY 2019

CITY Name: City of Pahokee

Program Name: Fresh Start

Target Population: Middle School students

Geographic area(s) served: Western Palm Beach County

Commission District(s): District 6

Overview:

The City of Pahokee program provides assistance and support for 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 engaged in criminal activity, which is inherent in impoverished communities with high unemployment rates, like Pahokee.

In addition, to the afterschool 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 outcomes 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.

Reports Submission:

City of Pahokee shall provide monthly, quarterly and annual data for all program participants funded in this Contract. The reports shall be presented in a format deemed appropriate by the COUNTY.

- Monthly Report format, Exhibit A-2, Form 1
- Quarterly Report format, Exhibit A-2, Form 2
- Logic Model, Exhibit A-2, Form 3
- Final/Annual Report format, Exhibit A-2, Form 4

Clients served through CBA

35

DRAFT

EXHIBIT A-2, FORM 1
Monthly Reports Format

*The CITY will submit monthly reports, in the attached format, or other approved format,
provided by the COUNTY.*

DRAFT



**MONTHLY COMPLIANCE REPORT
FY2019 COMMUNITY BASED AGENCIES CONTRACT**

Agency Name: City of Pahokee	Fiscal Year: 2019	Month: Choose an item.
Services	Current Status	Explanation
Recorded referral source for each youth	Choose an item.	Please provide a brief explanation if service delivery is delayed.
Assessed the needs of each youth and develop an individual action plan	Choose an item.	Please provide a brief explanation if service delivery is delayed.
Collected students report card data from the School District of Palm Beach County	Choose an item.	Please provide a brief explanation if service delivery is delayed.
Recorded progress notes with time frames for each contact made with youth	Choose an item.	Please provide a brief explanation if service delivery is delayed.
	Choose an item.	Please provide a brief explanation if service delivery is delayed.
	Choose an item.	Please provide a brief explanation if service delivery is delayed.
	Choose an item.	Please provide a brief explanation if service delivery is delayed.

Please list any program specific challenges your agency experienced during this reporting period.

Please list any program specific accomplishments your agency experienced during this reporting period.

Report approved and submitted by:
Click or tap here to enter text.

Title of signatory

Click or tap to enter a date.

EXHIBIT A-2, FORM 2
Quarterly Reports Format

The CITY will submit quarterly reports, in the format, provided by the COUNTY, similar to the attached sample.

DRAFT

Project Dashboard - City of Pahokee
 Program Name: Fresh Start



EXHIBIT A-2, FORM 3

Logic Model

DRAFT

CITY OF PAHOKEE

Family Agency Community

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
Identified Problem, Need, Situation	Service or Activity	Outcome	Outcome/Indicator	Actual Results	Measurement Tool	Data Source	Frequency of Data Collection or Reporting
Instruction: Identified Need/Problem/Situation	Instruction: Identify the number of clients to be served; the timeframe for the project; may also include the number of units of service offered	Instruction: General statement of results expected	Instruction: Projected number of clients expected to achieve each outcome divided by the number served; the percentage expected to achieve	Instruction: The Actual number of clients achieving the outcome, divided by the number served; the percentage of clients who achieved each outcome	Instruction: How often and when is data collected	Instruction: Include Collection Procedure, Personnel Responsible	
Youth need academic support.	The after school program will provide academic support and guidance to enrolled youth.	Youth will demonstrate improvement in academics.	25 of 35 students (71%) will demonstrate improvement in academics.		Student Service Plan, Assessment Questionnaire, Homework Log and Middle School Report Cards.	Director of Programs will pull the student report cards and use as a resource to implement strategies for improvement. Afterschool Program Coordinator will communicate with teachers & school administration on a regular basis.	Assessment Questionnaire/Record: Bi-Annually; Student Report Cards: Quarterly; Student Service Plans: Monthly; Homework Logs: Weekly; Observations: Daily.
Low academically performing students need to improve their test scores.	Low performing students will receive one-on-one academic enrichment services.	Participating students will improve their test scores.	25 of 35 students (71%) will show improvement in test scores.		I-Ready Report, Student Service Plan, Assessment Questionnaire, Homework Log and Middle School Report Cards.	Director of Programs will pull the student report cards and use as a resource to implement strategies for improvement. Afterschool Program Coordinator will communicate with teachers & school administration on a regular basis.	Student Report Cards: Quarterly; Student Service Plans: Monthly; Homework Logs: Weekly; Observations: Daily.
Youth need to improve school attendance.	FY2016-2017: 35 students (served in the after school program); Monday - Friday, 3:00 - 6:00 p.m.; Units of Service: 35 Units @ \$20.14/each.	Youth will demonstrate an increase in school attendance.	30 of 35 students (86%) will demonstrate an increase in school attendance.		Reports from PBCSD: Student Discipline Summary, Absence Detail Report, and City of Pahokee, P & R After-School Program Sign-In Sheets.	Director of Programs will pull the student report cards and use as a resource to implement strategies for improvement.	Data: Quarterly; Student Report Cards: Each Period.
Students need to increase social skills and active participation in school & community activities.	Students will attend Workshops/Trainings such as: Preventing Crime, Youth Empowerment, Commitment, Self-Esteem, Etc.	Students will demonstrate an increase in engagement and positive behavior in the after school program and the classroom.	30 of 35 students (86%) will demonstrate an increase in participation in school activities.		Sign-In Sheets & Certificates to showcase efforts made.	Afterschool Coordinator will collect this data.	This information will be collected on an on-going basis; based on activities, workshops, and various participant involvement.
Mission Statement	To provide affordable, safe, year-round care in an enriched learning environment. Our activities are aimed at enhancing the educational and athletic skills of each student, while instilling respect, self-esteem, team work and discipline. We encourage our students to make responsible choices and we help equip them with the skill to succeed in life.						

EXHIBIT A-2, FORM 4

Annual Report Format

*The CITY will submit an annual report, in the attached format, or other approved format,
provided by the COUNTY.*

DRAFT



ANNUAL REPORT
FY2019 COMMUNITY BASED AGENCIES CONTRACT

EXECUTIVE SUMMARY

Agency Name: City of Pahokee

Program Name: Fresh Start

Prepared by: *Name and contact information of the person preparing this report*

Methods: *A short statement of the evaluation methodology*

Outcomes: *A short statement about the program's outcomes*

Conclusion: *Short statement that indicates if the program achieved its stated outcomes.*

Recommendations: *A short statement that include recommendations to address challenges and improve this program.*

Report approved and submitted by:

Click or tap here to enter text.

Title of signatory

Click or tap to enter a date.

ANNUAL REPORT

Introduction:

Provide a brief description about your agency and the funded program.

Scope of Work:

Describe the program's scope of work.

Services:

- 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.

Demographics:

Describe and provide totals for the population you served. Highlight any demographic information that is program specific, specify categories, and provide a summary of challenges and accomplishments serving this population.

Gender:		Age:	
Female	# (%)	0-4	# (%)
Male	# (%)	5-10	# (%)
FTM	# (%)	11-13	# (%)
MTF	# (%)	14-18	# (%)
Other	# (%)	19-22	# (%)
Race:		Family Income:	
Asian/Pacific Islander	# (%)	<\$19,999	# (%)
Black or African American	# (%)	\$20-29,999	# (%)
Hispanic or Latino/a	# (%)	\$30-39,999	# (%)
Native American or American Indian	# (%)	\$40-49,999	# (%)
White	# (%)	\$50-59,999	# (%)
Other	# (%)	>\$60,000	# (%)

Methodology

Describe your process of data collection and data analysis. Include any statistical techniques and particular calculations you employed, and explain the rationale for your process.

Outcomes:

Provide a narrative of your findings as supported by your data analysis. This section should also include a list of your outcomes. Additional charts, graphs, descriptive statistics, and statistical outputs may also be included in this section.

- # 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.

Conclusions:

Conclude your report by summarizing your findings. Explain the impact of the outcomes above with program-related quantitative and qualitative data as applicable. Discuss any challenges and limitations of your program and any successes. Explain recommended changes to the programs based on your findings.

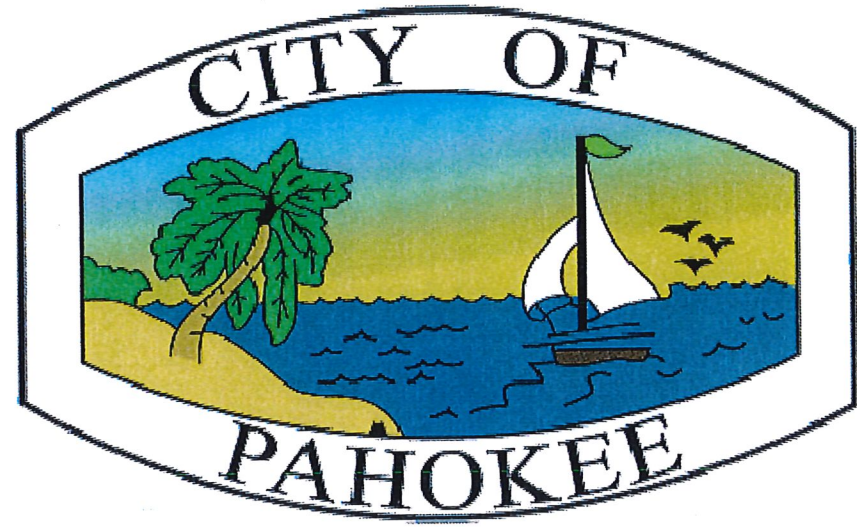
EXHIBIT B-2

UNITS OF SERVICE RATE AND DEFINITION

FY 2019

Program: City of Pahokee	Fresh Start	
	Unit Cost	Total Cost of Service
Service Name and Definition of Unit of Service		
Community Based Agency <u>Definition of Unit of Service:</u> A unit of service defined as one day of service to one client. That service will be provided to a youth participant and may include academic tutoring, social, recreational, life skills, nutrition or mentoring activities.	\$21.60	\$143,545
TOTAL CONTRACT		\$143,545

DRAFT



PROCLAMATIONS

Proclamation

"Mel Tillis Honorary Dedication"

Whereas, The residents of Pahokee seek to recognize the life and valuable contributions of Lonnie Melvin Tillis known as Mel Tillis; and

Whereas, Mel Tillis was born in Tampa, Florida on August 8th 1932 to Burma and Lonnie Lee Tillis; and

Whereas, Mel Tillis and his family migrated to Pahokee where he spent his childhood in the 1940's; and

Whereas, Mel Tillis gained local renown having grown up in Pahokee, playing Pahokee High football and in the Pahokee High band. And is remembered for his early performances at the Pahokee Prince Theatre; and

Whereas, Mel Tillis achieved international renown as a Country Music Hall of Fame member, National Medal of Art Recipient, Air Force Service Member, and actor; and

Whereas, Having passed away on November 19th, 2017 The City of Pahokee wishes to remember and honor its resident Mel for his accomplishments both nationally and locally; and

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 honorarily recognize East Main Street as "Mel Tillis Boulevard". Which will be commemorated by the placement of signs along both ends of East Main Street commemorating the spirit of the local resident and legendary singer-songwriter. Furthermore November 19th, shall henceforth be known and celebrated as "Mel Tillis" day.

"Mel Tillis Honorary Dedication"

Pass and Adopted this 8th day of July 2018

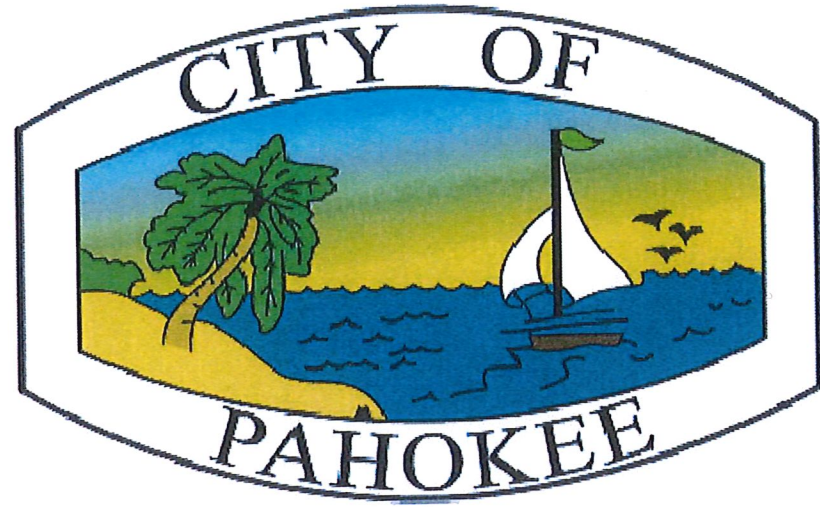
Mayor Keith W. Babb, Jr.

Vice Mayor Clara J. Murvin

Commissioner Felisia C. Hill

Commissioner Benny L. Fverett

Commissioner Diane L. Walker



PRESENTATIONS

Lawm of the Month

PRESENTED TO:

DARREN T. & SYLVIA HILL

311 CYPRESS AVENUE PAHOKEE, FL. 33476

In recognition of Beautifying the Community

on

Presented this 24th day of July 2018

Mayor Keith W. Babb, Jr.
Mayor Keith W. Babb, Jr.

Commissioner Benny L. Everett, III
Commissioner Benny L. Everett, III

Commissioner Diane L. Walker
Commissioner Diane L. Walker

Vice Mayor Clara Murvin
Vice Mayor Clara Murvin

Commissioner Felisia C. Hill
Commissioner Felisia C. Hill

Chandler F. Williamson, City Manager
Chandler F. Williamson, City Manager