



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, November 27, 2018 6:00 p.m.

360 East Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the November 27, 2018 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN



AGENDA

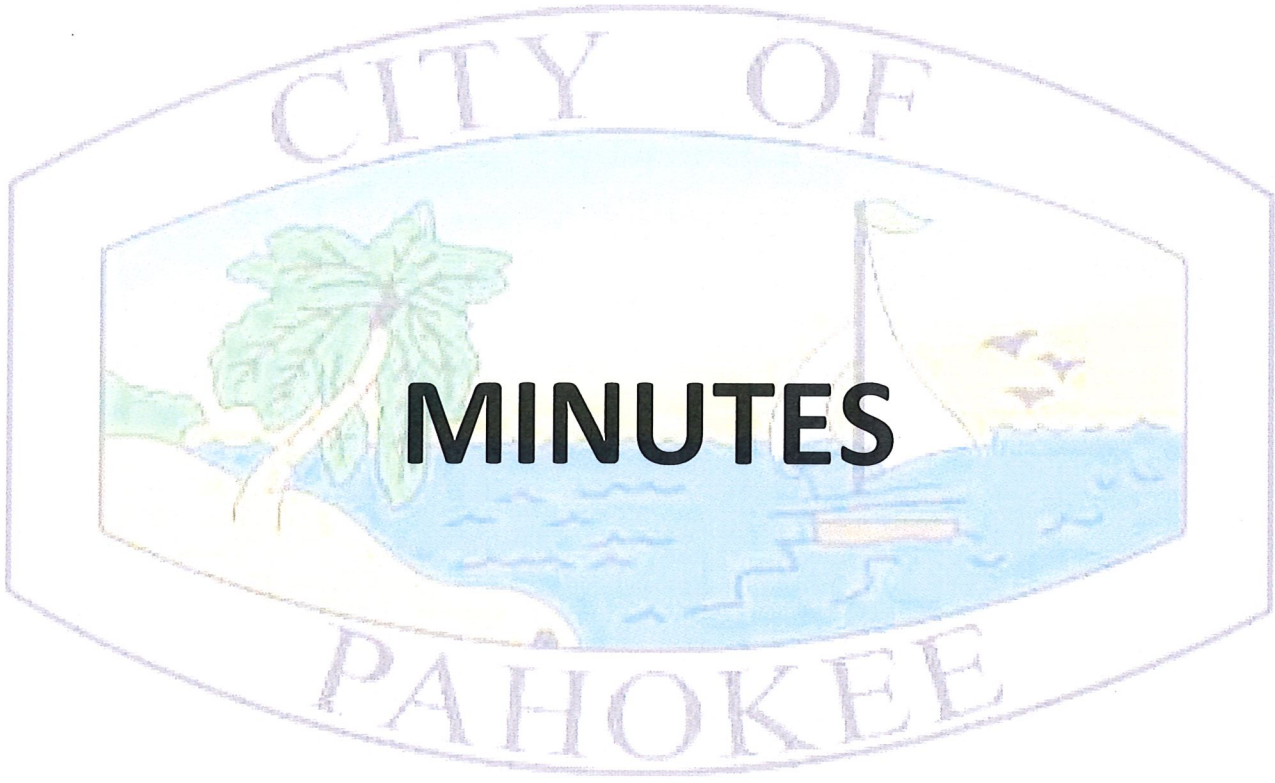
CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, NOVEMBER 27, 2018 6:30 P.M.

- 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. **September 25, 2018 – Regularly Scheduled Commission Meeting Minutes**
 - 2. **October 9, 2018 – Workshop Minutes**
 - 3. **October 9, 2018 – Regularly Scheduled Commission Meeting Minutes**
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
 - 1. **RESOLUTION 2018 – 73 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF PAHOKEE.**
 - 2. **RESOLUTION 2018 – 74 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING AND SETTING THE CITY'S QUALIFYING FEES, FOR THE OFFICE OF MAYOR AND COMMISSIONER.**
 - 3. **RESOLUTION 2018 – 75 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS PROMISSORY NOTE, SERIES 2018 IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$610,000 TO PROVIDE FUNDS FOR AN ARTIFICIAL TURF PLAYING FIELD AND COSTS RELATED THERETO; PLEDGING CERTAIN REVENUES TO REPAY SUCH NOTE AS PROVIDED HEREIN; PRESCRIBING THE FORM, TERMS AND DETAILS OF THE NOTE; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES FOR THE HOLDER OF SUCH NOTE; PROVIDING FOR THE CREATION OF CERTAIN FUNDS; AWARDING THE NOTE TO THE BANK OF BELLE GLADE BY NEGOTIATED SALE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.**
 - 4. **RESOLUTION 2018 – 76 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY, FOR THE PURPOSE OF FLEET MANAGEMENT SERVICES.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
 - 1. **Lawn of the Month (October 2018) – Luis Paniagua & Sandra Paniagua**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:

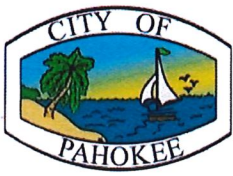


AGENDA
CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, NOVEMBER 27, 2018 6:30 P.M.

- P. OLD BUSINESS:
- Q. NEW BUSINESS:
- R. CITIZEN COMMENTS/GENERAL CONCERNS:
- S. CORRESPONDENCE/COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:



MINUTES



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULARLY SCHEDULED COMMISSION MEETING MINUTES
Tuesday, September 25, 2018**

Pursuant to due notice, the Regularly Scheduled Commission Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on September 25, 2018.

The meeting was called to order by Mayor Babb at 6:35 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lieutenant Picciolo	Present
	Interim City Clerk Nylene Clarke	Present

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added Resolution 2018-56, Resolution 2018-57, the Proclamation for First United Methodist Church's 100th Anniversary, and Dwight Mattingly's presentation on Palm Tran's route changes to the agenda. He advised item number five (5) on Exhibit "A" of Resolution 2018 – 56 will be pulled and reviewed separately under Resolutions, for approval.

Mayor Babb moved up the Proclamation for First United Methodist Church's 100th Anniversary on the agenda.

Approval of Agenda with additions.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

Motion carried unanimously.

Proclamations:

1. **First United Methodist Church – 100th Anniversary**

Mr. Brandenburg read the proclamation into the record.

Approval of Proclamation for First United Methodist Church's 100th Anniversary.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Mayor Babb presented the proclamation to First United Methodist Church for their 100th Anniversary.

Citizen Comments (Agenda Items Only):

1. Mrs. Debra Jones expressed her concern regarding Ordinance 2018-04.

Public Service Announcements:

1. Ms. Linda Agyapong announced that Pahokee Dance Academy's Grand Opening will be on October 13, 2018 from 10:00 a.m. to 3:00 p.m. She advised that the location is 594 East Main Street, Pahokee, FL 33476.

Approval of Minutes:

1. **September 11, 2018 Special Meeting Minutes**

Approval of September 11, 2018 Special Meeting Minutes.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Consent Agenda:

Mayor Babb moved the Proclamation for A Purple Heart City from the Consent Agenda, to Proclamations.

1. **RESOLUTION 2018 – 56 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING CHANGE ORDERS ON THE ATTACHED EXHIBIT "A".**

Mr. Williamson reviewed the change orders on Exhibit "A" of Resolution 2018 – 56.

Approval of Consent Agenda Items.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Resolutions:

Mr. Williamson reviewed Aruba Construction's change order #4.

Approval of Aruba Construction's Change Order #4.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Presentations:

Mayor Babb requested to move up Presentations on the agenda.

Approval to move up Presentations on the agenda.

Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.

Motion carried unanimously.

1. **Dwight H. Mattingly – Palm Tran's route changes**

Mr. Dwight Mattingly, member of the Amalgamated Transit Union, provided a presentation on Palm Tran's route changes.

2. **Business of the Month – Breath of Life Pregnancy Resource Center Corp** (A representative was present at the meeting)
3. **Business of the Month – Florida Community Health Centers, Inc.** (A representative was not present at the meeting.)

Vice Mayor Murvin announced the two (2) businesses of the month and presented the certificate to Ms. Olivia Clark, owner of Breath of Life Pregnancy Resource Center Corp.

4. Certificates of Appreciation – Public Works Department

Certificates of Appreciation were presented to staff in the Public Works Department, in recognition of their hard work and dedication to the City of Pahokee.

Resolutions:

- 2. RESOLUTION 2018 – 57 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING THE OBSERVED HOLIDAYS FOR FISCAL YEAR 2018/2019 ON THE ATTACHED EXHIBIT “A”.**

Mr. Brandenburg read Resolution 2018 - 57 into the record.

Mr. Williamson read Fiscal Year 2018/2019 Holidays into the record.

Mayor Babb expressed his concern regarding the number of proposed holidays.

- Discussion ensued. The Commission decided to approve the holidays as listed on Exhibit “A”.

Approval of Resolution 2018 - 57.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

Public Hearing:

- 1. ORDINANCE 2018 – 04 (Second Reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, PROHIBITING THE PARKING OF CERTAIN VEHICLES IN RESIDENTIAL ZONING DISTRICTS, INCLUDING THE CORE DISTRICT; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, AND EFFECTIVE DATE.**

Mr. Brandenburg read Ordinance 2018 - 04 (Second Reading) into the record.

(Public Hearing on Ordinance 2018 - 04 opened at 8:11 p.m.)

Bobby Colvin expressed his concern regarding Ordinance 2018 - 04.

Carl Morrison, Sr. expressed his concern regarding Ordinance 2018 - 04.

(Public Hearing on Ordinance 2018 - 04 closed at 8:14 p.m.)

Commissioner Everett advised he is in full support of adopting an ordinance that will regulate trucks, but there can be provisions.

- Discussion ensued. The Commission decided to table Ordinance 2018 - 04 for 30 days.

Approval of Ordinance 2018 – 04 (Second Reading).

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion died.

Approval of Substitute Motion to table Ordinance 2018 – 04 (Second Reading) for 30 days.
Motion by Vice Mayor Murvin. Seconded by Commissioner Hill.
Motion carried unanimously.

2. **ORDINANCE 2018 – 05 (Second Reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING SECTION 17-216 OF THE CODE OF LAWS AND ORDINANCES OF THE CITY OF PAHOKEE, PROVIDING FOR THE ENFORCEMENT OF CITY NOISE ORDINANCE VIOLATIONS BY LAW ENFORCEMENT OFFICERS OF THE STATE OF FLORIDA; PROVIDING A CONFLICTS CLAUSE; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE OF ORDINANCES, AND EFFECTIVE DATE.**

Mr. Brandenburg read Ordinance 2018 - 05 (Second Reading) into the record and explained the purpose of the ordinance.

(Public Hearing on Ordinance 2018 - 05 opened and closed at 8:30 p.m.)

Approval of Ordinance 2018 – 05 (Second Reading).
Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.
Motion carried unanimously.

Proclamations (approval):

1. **Proclamation – A Purple Heart City**

Mr. Brandenburg read the proclamation into the record.

Approval Proclamation – A Purple Heart City.
Motion by Vice Mayor Murvin. Seconded by Commissioner Walker.
Motion carried unanimously.

Mayor Babb stated he would like to identify a veteran organization, in the City of Pahokee, and present the proclamation to them. He advised signs will also be ordered.

Report of the Mayor:

Mayor Babb provided information from his meeting with Palm Beach State College Belle Glade Campus' Provost.

Report of the City Manager:

Mr. Williamson announced that the City of Pahokee has been awarded a new transportation bus for the Parks and Recreation Department. He provided updates on the following items: Marina renovations, Glades Citizen's Villa, Parks and Recreation's football field renovations, Old Pahokee High School, and Commissioner's Park. He addressed issues with partnership and social media posts.

Report of the City Attorney:

Mr. Brandenburg provided an update on the Technomarine Construction Inc's lawsuit.

Old Business *(none)*

New Business: *(none)*

Citizens Comments: *(none)*

Correspondence/Comments and Concerns of the City Commissioners

Vice Mayor Murvin encouraged all to register to vote, and to exercise their right to vote. She announced that the Night Out Against Crime will be held on October 18, 2018 from 5:00 p.m. to 8:00 p.m., at Tanner Park in South Bay, FL 33493.

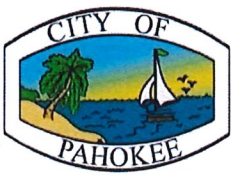
Commissioner Everett encouraged all to exercise their right to vote and mentioned Amendment 4, for restoring rights to vote. He clarified the conversation regarding the activity on Rardin Ave, from the previous Commission Meeting. Commissioner Everett discussed the following items: upkeep of the Cemetery, the need for the Commissioner's Retreat, and presentation of directors. He requested a copy of the City's Boards and Committees, and for the East Lake Village project to be discussed at the next Commission Meeting. Commissioner Everett expressed that McClure Road needs to be repaired.

Commissioner Walker requested for the cemetery on Bacom Point Road to be put on the agenda.

There being no further business to discuss, Mayor Babb adjourned the meeting at 9:16 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE
COMMISSION WORKSHOP MINUTES
Tuesday, October 9, 2018**

Pursuant to due notice the Commission Workshop was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on October 9, 2018.

The meeting was called to order by Mayor Babb at 6:08 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present at 6:11 p.m.
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Deputy Steven Barge	Present
	Interim City Clerk Nylene Clarke	Present

Topic

1. October 9, 2018 Agenda

Mr. Williamson provided an overview of the agenda and the additions. He stated there is no new information from his desk and all projects are moving along. Mr. Williamson provided an update on the following items: Commissioner's Park Renovations, Old Pahokee High School, and Glades Citizen's Villa. He advised that the legislative packet for the 2019 session is currently being developed and he is pleased where the projects are.

Mayor Babb requested an update on Barfield Highway.

Mr. Williamson advised there was a meeting with the Florida Department of Transportation at District 4, in Fort Lauderdale, and the project is still in the survey design phase. He advised that the aim is to try to get a bid out in the next 60 days.

Commissioner Walker requested the date of the Commission Retreat.

Mr. Williamson advised he had a date, but one Commissioner could not make that date. Mr. Williamson discussed possible dates and advised he will have the City Attorney to provide dates from his calendar.

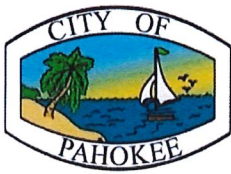
Commissioner Everett suggested that the Commission Retreat date be established before the close of the Commission Meeting.

- Discussion ensued. The Commission decided that the Commission Retreat will be held on October 26, 2018 from 1:00 p.m. to 5:00 p.m., and on October 27, 2018 from 9:00 a.m. to 4:00 p.m.

There being no further business to discuss, Mayor Babb adjourns the meeting at 6:26 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULARLY SCHEDULED COMMISSION MEETING MINUTES
Tuesday, October 9, 2018**

Pursuant to due notice, the Regularly Scheduled Commission Meeting was held in the Commission Chambers at 360 East Main Street, Pahokee, Palm Beach County, Florida on October 9, 2018.

The meeting was called to order by Mayor Babb at 6:33 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Commissioner Diane L. Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Deputy Steven Barge	Present
	Interim City Clerk Nylene Clarke	Present

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added Resolution 2018 - 61 and Resolution 2018 - 62 to the agenda.

Approval of Agenda with additions.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

Citizen Comments (Agenda Items Only): *(none)*

Public Service Announcements:

1. Dr. Latanya McNeal, Assistant Dean of Student Services at Palm Beach State College, Belle Glade Campus, provided an introduction of the new programs.

Approval of Minutes: *(none)*

Consent Agenda:

1. **RESOLUTION 2018 - 59 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING CHANGE ORDERS ON THE ATTACHED EXHIBIT "A".**

Mr. Brandenburg read Resolution 2018 - 59 into the record.

Commissioner Walker requested an explanation for Resolution 2018 - 59.

Mr. Williamson explained the purpose of Resolution 2018 - 59 and the change orders.

Approval of the Consent Agenda Item.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

Resolutions:

1. **RESOLUTION 2018 – 58 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND APPROVING THE PAHOKEE HIGH SCHOOL 2018 HOMECOMING PARADE AND REQUESTING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO ISSUE A PERMIT FOR THE PARADE.**

Mr. Brandenburg read Resolution 2018 - 58 into the record.

Approval of Resolution 2018 - 58.

Motion by Commissioner Everett. Seconded by Commissioner Hill.

Motion carried unanimously.

2. **RESOLUTION 2018 – 60 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CAMPGROUND AND MARINA RESTAURANT WOOD DECK CONTRACT AGREEMENT BETWEEN THE CITY OF PAHOKEE AND AMERICAN DRILLING SERVICES, INC.**

Mr. Brandenburg read Resolution 2018 - 60 into the record and explained the purpose of the resolution.

Approval of Resolution 2018 - 60.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

3. **RESOLUTION 2018 – 61 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CAMPGROUND AND MARINA RESTAURANT HVAC – COOLER AND FREEZER INSTALLATION CONTRACT AGREEMENT BETWEEN THE CITY OF PAHOKEE AND COOLING REFRIGERATION SERVICES, INC.**

Mr. Brandenburg read Resolution 2018 - 61 into the record and explained the purpose of the resolution.

Approval of Resolution 2018 - 61.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

4. **RESOLUTION 2018 – 62 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AS-IS CONTRACT AGREEMENT FOR THE SALE AND PURCHASE OF THE OLD HOSPITAL BETWEEN THE CITY OF PAHOKEE AND SENIOR LIVING, LLC.**

Mr. Brandenburg read Resolution 2018 - 62 into the record, explained the purpose of the resolution, and provided an overview of the contract.

Commissioner Everett inquired about the sales price of the old hospital and the proposed use of the facility.

- Discussion ensued.

Approval of Resolution 2018 - 62.

Motion by Commissioner Everett. Seconded by Vice Mayor Murvin.

Motion carried unanimously.

Mr. Samuel Martiello, Jr., Broker, commented in regards to the proposed use of the facility.

Public Hearing: *(none)*

Proclamations (approval):

1. Ratification of Proclamation – In Honor of Former Mayor Allen Wayne Whitaker

Mr. Brandenburg read the proclamation into the record.

Approval Ratification of Proclamation – In Honor of Former Mayor Allen Wayne Whitaker.

Motion by Vice Mayor Murvin. Seconded by Commissioner Everett.

Motion carried unanimously.

Presentations:

1. Palm Tran – Clinton Forbes, CEO

Clinton Forbes, CEO of Palm Tran, provided a presentation on Glades Area Flex Service, which is a one (1) year pilot project.

2. Lawn of the Month – Etta Mae Johnson

Mayor Babb allowed Commissioner Everett to present the Lawn of the Month certificate to Ms. Etta Mae Johnson, and Commissioner Walker to present the check.

3. Recognition of 30 years of Service – Alvin Johnson

Mayor Babb presented the plaque to Mr. Johnson, in recognition of his 30 years of service.

Report of the Mayor:

Mayor Babb provided a presentation on Rickey Jackson and requested that a proclamation for an entryway sign, in honor of Rickey Jackson, be approved.

Report of the City Manager:

Mr. Williamson advised that Ordinance 2018 - 04 was tabled for research and there are no changes.

Commissioner Everett inquired as to when the Marina will be open for access.

Mr. Williamson stated his plan is to try to open the Marina back up for fishing, in the next four (4) to five (5) weeks. He advised the City of Pahokee is hosting the Tri-Cities Barbecue; therefore, by December 1, 2018, the Marina has to be open or fully operational to accept the public. Mr. Williamson clarified that if there is still construction during that time, then the construction zone(s) will not be accessible.

Report of the City Attorney:

Mr. Brandenburg provided an update on the following items: Perez Lawsuit (election), Perez Lawsuit (246 East Main Street), Technomarine Construction Inc's lawsuit, and Country-Wide Lawsuit.

Old Business (none)

New Business:

1. Status Report on Marina, Restaurant, and Campground Lease

Mr. Brandenburg provided a status report on Marina, Restaurant, and Campground Lease.

Commissioner Everett inquired if the proposals are fair and reasonable.

- Discussion ensued. Mr. Brandenburg recommended that the Commission really take a look at the lease and what is proposed by the group.

Citizens Comments: (none)

Correspondence/Comments and Concerns of the City Commissioners

Vice Mayor Murvin requested that other football players be recognized. She reminded everyone about the Night Out Against Crime event at Tanner Park in South Bay, FL 33493.

Commissioner Everett requested that an agenda be prepared for the Commission Retreat. He said he is excited that there is interest in the Old Hospital, but expressed his concern.

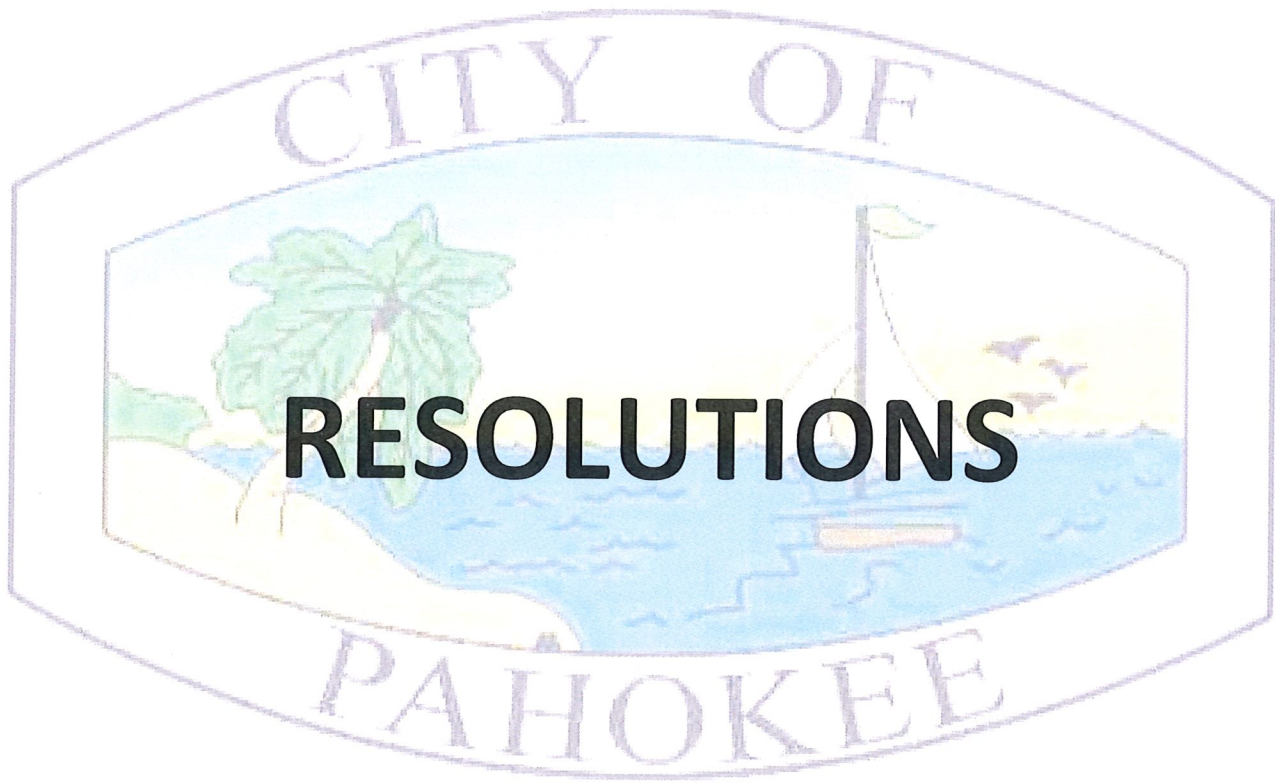
Vice Mayor Murvin requested the status of the Mel Tillis sign.

Mr. Williamson advised that a large packet for signage is being put together for approval, but the company has been given the authorization to begin constructing the sign.

There being no further business to discuss, Mayor Babb adjourned the meeting at 8:45 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nylene Clarke, Interim City Clerk



RESOLUTIONS

RESOLUTION 2018 - 73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF PAHOKEE.

WHEREAS, the City of Pahokee and the Palm Beach County Supervisor of Elections desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that provisions of the Florida Election Code are followed during municipal elections; and,

WHEREAS, the Palm Beach County Supervisor of Elections and the City of Pahokee wish to enter into this agreement to set out the terms of this coordinated program.

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

Section 1. This Agreement shall be effective on January 1, 2019.

Section 2. The City Commission hereby authorizes and directs the Mayor to execute the attached Agreement with the Palm Beach County Supervisor of Elections.

PASSED AND ADOPTED this 27th day of November, 2018.

ATTEST:

Keith W. Babb, Jr., Mayor

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

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

**AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES
BY AND BETWEEN
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF PAHOKEE**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2018, effective January 1, 2019, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the “**SOE**”, and the City of Pahokee, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the “**Municipality**”.

WITNESSETH:

WHEREAS, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the “Code”) which applies to municipalities where expressly so stated; and

WHEREAS, Sec 100.3605, *Florida Statutes*, states that “[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality’s election in the absence of an applicable special act, charter, or ordinance provision”; and

WHEREAS, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

WHEREAS, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. **PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, ~~Special~~ and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated herein below.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of City of Pahokee’s General Municipal election is **March 12, 2019**. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise, it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

3. **FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places or poll worker training facilities and allow their use for any training, within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2nd Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges. Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

4. **RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

A. Notice and Advertisement

(1) Municipality

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election, provide ballot language for any ballot questions within the resolution if applicable and appoint at least 3 members of the Municipality's Canvassing Board, which may or may not include the SOE, at the SOE's discretion.
- (c) Certify that the registered voter information provided by the SOE to the municipality reflects the proper boundaries of the city and notify the SOE of any changes.

(2) SOE

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

B. Qualifying Candidates and Petition Initiatives

(1) Municipality

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.
- (f) Provide all necessary information and materials for petition initiative process.

(2) SOE

- (a) Verify signatures on any qualifying petitions submitted by candidates or for petition initiatives and notify the municipality of such results upon the close of the candidate qualifying or petition initiative deadlines as applicable.

C. Ballots

(1) Municipality

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

(2) SOE

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

D. Equipment Testing

(1) Municipality

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

(2) SOE

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

E. Early Voting – Optional

(1) Municipality

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites 120 days prior to each Election and notify SOE in writing of the locations.

(2) SOE

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

F. Absentee Voting

(1) Municipality

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

(2) SOE

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

G. Polling Places

(1) Municipality

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

(2) SOE

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

H. Precinct Supplies

(1) Municipality

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers or for programming electronic poll books and related communication fees.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

(2) SOE

- (a) Provide Precinct Registers or electronic poll books for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors or provide up to date electronic poll books.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place or electronic poll books.
- (f) Provide CD of voter file database for each polling place or up to date electronic poll books.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

I. Poll Workers

(1) Municipality

- (a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

(2) SOE

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

J. Election Day Support

(1) Municipality

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and

open for voting promptly at 7:00 a.m. on Election Day.

(b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.

(c) Reimburse SOE for all phone bank costs.

(2) SOE

(a) Provide an additional list of poll worker replacements if needed.

(b) Provide technical support personnel as needed.

(c) Provide phone bank support to respond to poll workers and voters on Election Day.

K. Ballot Tabulation/Counting of Election Results

(1) Municipality

(a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.

(b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.

(c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.

(d) Act as member of Canvassing Board.

(2) SOE

(a) Provide technical staff and required equipment to administer tabulation and election results.

(b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality and approved by the SOE or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.

(c) Post election results on SOE WEB site and provide the same to Channel 20.

(d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

L. Post Election Day

(1) Municipality

(2) SOE

(a) Provide the Municipal Clerk with an official certification of election results if allowed by law.

(b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.

(c) Process polling place affirmation forms.

(d) Sort, inventory, pack and store all election materials for retention and disposition.

(e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.

(f) Respond to public records requests regarding records kept on behalf of the Municipality.

(g) Record voting history for each voter who voted on Election Day.

M. Audit

(1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

(2) SOE

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

N. Recount

(1) Municipality

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

(2) SOE

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

5. INDEMNITY:

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not

constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

- 6. In the event of a Special Election, the municipality shall enter into a separate contract and receive the approval of the Supervisor of Elections for the actual election date at least 90 days prior to a Special Election. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.
- 7. Any municipal annexations must be submitted to the Supervisor of Elections Office in full on or before January 1, in order to be included within the municipal boundaries for the March elections or at least 90 days prior to any other election.

8. **TERM:**

This Agreement shall begin on the effective date January 1, 2019 and continue for a term of one year in order to cover the municipal election cycle of Municipal Election Day and a run-off election, and may be modified by mutual written agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable. All other requested services to be provided by the Supervisor of Elections Office shall be by separate contract.

9. **CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

10. **NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the SOE: Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	For the Municipality: City of Pahokee 207 Begonia Drive Pahokee, Florida 33476 Attention: Chandler Williamson, City Manager
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11. **SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

12. By signing this contract, you and your municipality approve the contract as a form of legal sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

13. **NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective January 1, 2019.

As to the SOE:

WITNESSES:

SUPERVISOR OF ELECTIONS
PALMBEACHCOUNTY

Susan Bucher

Date: _____

As to the MUNICIPALITY:

ATTEST:

INSERT NAME OF MUNICIPALITY

Nylene Clarke, Interim City Clerk

Keith W. Babb, Jr., Mayor

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Gary M. Brandenburg, City Attorney

Exhibit A

Supervisor of Elections Municipal Elections Charges

	----- 2019 COSTS -----	
	Single Election	Uniform Elections
<u>ABSENTEE BALLOTS</u>		
Set up AB fee	0.40	0.03
On Call Support - Pitney Bowes		<i>0.16</i>
Prepare and mail Absentee Ballots (machine use, voter file, postage) - materials and postage	2.17	2.17
Provide absentee voting - prep and mailing; staff time	0.77	0.58
Process absentee ballot requests; staff time	1.03	1.03
Recording/verification of Absentee Ballot returns - staff time	1.03	1.03
Notification to voters of Absentee Ballots on the disposition of Canvassing Board	0.10	0.10
TOTAL ABSENTEE BALLOT SERVICES	5.50	5.09
<u>MUNICIPAL PACKAGE</u>		
Arrange for translating, printing and recording of audio ballot	<i>TBD</i>	<i>TBD</i>

Provide polling place supplies – signs, cones, tables, chairs, etc.	25.00	25.00
Publish legal notices (L&A testing, AB canvassing)	934.01	59.25
L&A test development (unique test script, manual ballot marking, pretesting for comparisons and pulling equipment for public tests)	160.92	160.92
Election Day support (all staff available & phone bank for voters)	3,718.87	708.37
Election Morning and Night OT staff	1,607.47	618.26
Assist the municipality with canvass of Absentee Ballots	351.00	351.00
Post of election results on WEB site and on Channel 20	98.95	98.95
Interface with candidates, press, city staff, city attorneys regarding Election Law	188.89	188.89
Assist in finding poll worker replacements	54.41	54.41
Prepare to conduct mandatory audit days after election	119.01	119.01
Store all ballots for mandatory 12 months		
Provide certification of registered voters after book closing	56.02	56.02
Provide certification of election results	56.02	56.02
Prepare information for upload to ePollBooks_Jeff D	87.31	87.31
Prepare Absentee Ballot, Edge layout and Sample Ballot - EC	147.21	147.21

Prepare Absentee Ballot, Edge layout and Sample Ballot - IT	174.63	174.63
TOTAL MUNICIPAL PACKAGE SERVICES	7,779.72	2,905.25
<u>PRECINCT SERVICES</u>		
Prepare Clerk bags incl Ipad, cell phones and election materials - IT and PW Staff time	13.44	13.44
Delivery and Pick up of voting equipment to training locations	12.92	4.84
Prepare equipment cabinets and routing of voter equipment	23.62	23.62
Prepare precinct scanners and ADA Touch screen equipment	23.62	23.62
Management of voting history (post elections)	27.67	27.67
Plan training class locations/trainers payroll/printed training materials	43.35	43.35
iPAD programming and prep time _IT staff	10.00	10.00
iPADs Data Service	144.00	144.00
Notification to provisional voters re: the disposition of Canvassing Board	5.11	5.11
Copy of current polling place contract	0.15	0.15
Copy of current poll workers	0.15	0.15
TOTAL PRECINCT SERVICES	304.03	295.95

Translation services incurred will be included in the SOE invoice to the municipalities that required the service.

EXHIBIT B

**PALM BEACH COUNTY SUPERVISOR OF ELECTIONS
Municipal Elections Charges**

2019 Uniform Election Costs *			
MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @ \$5.09	PRECINCTS # precincts @ \$295.95
HAVERHILL	\$2,905	40 \$204	4 \$1,184
RIVIERA BEACH	\$2,905	1,209 \$6,154	17 \$5,031
BOCA RATON	\$2,905	3,304 \$16,817	47 \$13,910

2019 One Municipal *			
MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS # ballots @ \$5.50	PRECINCTS # precincts @ \$304.03
HAVERHILL	\$7,780	40 \$220	4 \$1,216
RIVIERA BEACH	\$7,780	1,209 \$6,650	17 \$5,169
BOCA RATON	\$7,780	3,304 \$18,172	47 \$14,289

* Costs exclude expenses absorbed by municipalities, i.e., pollworker payroll, precinct rentals, precinct ballot printing, advertising and precinct security . In addition, translation services incurred for municipalities are not included in these costs, and will be included in the SOE invoice to only the municipalities that required the service.

RESOLUTION 2018 - 74

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, RATIFYING AND SETTING THE CITY'S QUALIFYING FEES, FOR THE OFFICE OF MAYOR AND COMMISSIONER.

WHEREAS, the City of Pahokee has established criteria for municipal elections; and,

WHEREAS, pursuant to section 8-6 of the Code of Ordinance of the City of Pahokee, the qualifying fees shall be set by resolution of the city commission, which amounts may be adjusted from time to time.

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

Section 1. Each candidate for the office of City Commissioner or Mayor shall, at the time he or she makes application to be a candidate, pay a qualifying fee to the city clerk for the benefit of the city in the amount of fifty dollars (\$50.00) for a Commissioner Candidate or one hundred dollars (\$100.00) for a Mayor Candidate, in addition to the statutory fee required under Fla. Stat. § 99.093.

Section 2. The City of Pahokee's qualifying fees are hereby ratified and set.

PASSED AND ADOPTED this 27th day of November, 2018.

ATTEST:

Keith W. Babb, Jr., Mayor

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

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

RESOLUTION 2018 - 75

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS PROMISSORY NOTE, SERIES 2018 IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$610,000 TO PROVIDE FUNDS FOR AN ARTIFICIAL TURF PLAYING FIELD AND COSTS RELATED THERETO; PLEDGING CERTAIN REVENUES TO REPAY SUCH NOTE AS PROVIDED HEREIN; PRESCRIBING THE FORM, TERMS AND DETAILS OF THE NOTE; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES FOR THE HOLDER OF SUCH NOTE; PROVIDING FOR THE CREATION OF CERTAIN FUNDS; AWARDING THE NOTE TO THE BANK OF BELLE GLADE BY NEGOTIATED SALE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. DEFINITIONS. As used herein, unless the context otherwise requires:

“Act” means the City Charter, Chapter 166, Florida Statutes, and other applicable provisions of law.

“Business Day” means any day which is not a Saturday, Sunday or day on which banking institutions in Palm Beach County, Florida are authorized to be closed.

“City” means the City of Pahokee, Florida.

“Clerk” means the Clerk of the City or any deputy or assistant Clerk.

“Code” means the Internal Revenue Code of 1986, as amended, including the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions.

“Costs of the Project” means with respect to the Project, all items of cost authorized by the Act, including the costs of issuance of the Note and capitalized interest.

“Dated Date” means the date of issuance of the Note.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the City.

“Governing Body” means the City Commission, or its successor in function.

“Lender” means the Bank of Belle Glade, the initial purchaser of the Note, and its successors and assigns.

“Mayor” means the Mayor of the City.

“Non-Ad Valorem Revenues” means all revenues received by the City from sources other than ad valorem taxation.

“Noteholder” or “Holder” means the registered owner (or its authorized representative) of the Note.

“Note” means the City’s Promissory Note, Series 2018 authorized to be issued by the City in the aggregate principal amount not to exceed \$610,000, the form of which is attached as Exhibit “A” hereto.

“Note Payment Fund” means the fund of that name established pursuant to Section 13 hereof.

“Pledged Funds” means (i) the amounts on deposit in the Note Payment Fund and investment income from amounts on deposit therein, (ii) the City’s proceeds from the Palm Beach County Local Discretionary Sales Surtax in an amount sufficient to pay principal and interest on the Note when due and (iii), until expended to pay Costs of the Project, the moneys on deposit in the Project Fund and investment income from amounts on deposit therein.

“Project” means the purchase and installation of an artificial turf surface on the City’s Everglades Preparatory Academy football field.

“Project Fund” means the fund of that name established pursuant to Section 12 hereof.

“Resolution” means this Resolution, authorizing the issuance of the Note, as the same may from time to time be amended, modified or supplemented.

“State” means the State of Florida.

SECTION 2. AUTHORITY FOR RESOLUTION. This Resolution is enacted pursuant to the provisions of the Act. The City has ascertained and hereby determined that enactment of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the City in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the City herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the City .

SECTION 3. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of the Note by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the City with the Holder, and shall be deemed to be and shall constitute a contract between the City and the Holder from time to time of the Note. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the benefit, protection and security of the Holder of the Note in accordance with the terms hereof.

SECTION 4. AUTHORITY FOR ISSUANCE OF NOTE. Subject and pursuant to the provisions hereof, a note to be known as “City of Pahokee Promissory Note, Series 2018” is hereby authorized to be issued in an aggregate principal amount not to exceed \$610,000 for the purpose of financing the Costs of the Project. The City shall not use the proceeds of the Note for any purpose other than financing the Costs of the Project without the prior written approval of the Lender, which approval may be conditioned upon the receipt of an opinion of nationally recognized bond counsel to the effect that such use will not adversely affect the exclusion from the gross income of the Holder of the interest on the Note.

SECTION 5. DESCRIPTION OF NOTE. The Note shall be issued in one (1) typewritten certificate, shall be dated the Dated Date and shall mature not later than five (5) years from the date of issuance thereof. The Note shall bear interest from the Dated Date at a rate not to exceed the rate determined on the Dated Date in accordance with the interest rate set forth in the commitment letter dated November 5, 2018, from the Lender to the City (the “Commitment Letter”) and such other terms and conditions set forth in Commitment Letter, which Commitment Letter is attached hereto as Exhibit “B” and incorporated herein by reference. Principal and interest on the Note will be payable in 60 monthly installments, beginning January 1, 2019, in such amounts as will result in approximately level debt service on the Note. Details of the Note shall be as provided in the form of Note attached as Exhibit “A” hereto with such insertions, omissions, endorsements and variations as approved by the Mayor, with execution and delivery of the Note to be conclusive evidence of such approval.

The Note shall be in registered form, contain substantially the same terms and conditions as set forth in Exhibit “A” hereto, shall be payable in lawful money of the United States of America,

and the principal thereof, interest thereon and any other payments thereunder shall be payable by check, wire, draft or bank transfer to the Holder at such address as may be provided in writing by such Holder to the Clerk. So long as the Note shall remain outstanding, the City shall maintain and keep books for the registration and transfer of the Note. The Note may be assigned as provided in the form of Note attached as Exhibit "A" hereto.

SECTION 6. EXECUTION OF NOTE. The Note shall be executed in the name of the City by the manual signature of the Mayor, the seal of the City shall be imprinted, reproduced or lithographed on the Note, and the Note shall be attested to by the manual signature of the Clerk. If any officer whose signature appears on the Note ceases to hold office before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes. In addition, the Note may bear the signature of, or may be signed by, such persons as at the actual time of execution of the Note shall be the proper officers to sign the Note although at the date of the Note or the date of delivery thereof such persons may not have been such officers.

SECTION 7. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. If the Note is mutilated, destroyed, stolen or lost, the City may, in its discretion (i) deliver a duplicate replacement Note, or (ii) pay a Note that has matured or is about to mature. A mutilated Note shall be surrendered to and canceled by the Secretary or its duly authorized agent. The Holder must furnish the City or its agent proof of ownership of any destroyed, stolen or lost Note, post satisfactory indemnity, comply with any reasonable conditions the City or its agent may prescribe, and pay the City's or its agent's reasonable expenses.

Any such duplicate Note shall constitute an original contractual obligation of the City whether or not the destroyed, stolen, or lost Note be at any time found by anyone, and such duplicate

Note shall be entitled to equal and proportionate benefits and rights as to lien on, and source of and security for payment from, the funds pledged to the payment of the Note so mutilated, destroyed, stolen or lost.

SECTION 8. PROVISIONS FOR PREPAYMENT. The Note may be prepaid, in whole or in part, at any time, without penalty or premium. Each prepayment and redemption of such Note shall be made on such date and in such principal amount as shall be specified by the City in a written notice delivered to the Bank not less than ten (10) days prior thereto specifying the principal amount to be prepaid and the date of such prepayment.

SECTION 9. PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST; LIMITED OBLIGATION; NO ADDITIONAL DEBT PERMITTED. The City promises that it will promptly pay the principal of, premium, if any, and interest on the Note at the place, on the dates and in the manner provided therein, provided that the principal of, premium, if any, and interest on the Note is secured solely by and payable from the Pledged Funds, and nothing in this Resolution or the Note shall be construed as pledging any other funds or assets of the City to such payment or authorizing such payment to be made from any other source. No Holder shall have any right to resort to legal or equitable action to require the City to levy and collect any tax or to keep any tax in force to pay principal of, premium, if any, or interest on the Note or make deposits to the Note Payment Fund from any source of funds other than funds received from the City's share of the Palm Beach County Discretionary Sales Surtax or, except as otherwise provided herein, to compel the City to appropriate any amount from other available monies of the City to make any payment required hereby or by the Note or to make deposits to the Note Payment Fund.

The City covenants that it will not issue or incur any indebtedness or obligation payable from or secured by the Pledged Funds for so long as any of the principal of or interest on the Note is outstanding and unpaid without the consent of the Bank.

SECTION 10. NOTE NOT TO BE GENERAL INDEBTEDNESS OF THE CITY. The Note shall not be or constitute a general obligation or indebtedness of the City within the meaning of the Constitution of Florida, but shall be payable from and secured solely by the Pledged Funds, in the manner and to the extent herein and in the Note provided. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any real or personal property to pay the Note or the interest thereon, nor shall any Holder be entitled to payment of such principal, premium, if any, and interest from any funds of the City other than the Pledged Funds, all in the manner and to the extent herein and in the Note provided. The Note shall not constitute a lien upon any of the facilities of the City.

SECTION 11. NOTE SECURED BY LIEN OF PLEDGED FUNDS. The Note shall be secured by, and the City hereby grants to the Holder to secure payment of the Note, a lien on and pledge of the Pledged Funds. The City covenants that until the Note shall have been paid in full it will not create or permit to be created any charge or lien on the Pledged Funds except pursuant to this Resolution.

While the Note is outstanding, the City agrees and covenants that its Pledged Funds shall cover projected annual debt service due on the Note and that its Non-Ad Valorem Revenues shall cover maximum annual debt service on all debt secured by or payable from Non-Ad Valorem Revenues by at least 1.25 times. The City shall certify to the Lender its compliance with these coverage requirements on an annual basis.

SECTION 12. PROJECT FUND. There is hereby created by the City and ordered established a fund to be held by the City and designated “City of Pahokee Promissory Note, Series 2018 Project Fund.” The proceeds of the Note, net of such proceeds used to pay costs of issuance of the Note shall be deposited into the Project Fund and applied as provided herein. No withdrawals may be made from the Project Fund without the written approval of the City Manager, and only upon receipt of a written requisition executed by the City Manager or his designee, specifying the purpose for which such withdrawal is to be made and certifying that the withdrawal is for payment of Costs of the Project. Any moneys remaining in the Project Fund upon the completion of the Project, as certified by the City Manager, shall be deposited into the Note Payment Fund and applied to pay the succeeding installment(s) of principal of and interest on the Note.

SECTION 13. NOTE PAYMENT FUND. There is hereby created by the City and ordered established a fund to be held by the City and designated “City of Pahokee Promissory Note, Series 2018 Note Payment Fund.” All Pledged Funds required to timely pay principal and interest on the Note shall be deposited into the Note Payment Fund by the City immediately upon the receipt thereof. Moneys in the Note Payment Fund shall be used solely to pay the principal of, premium, if any, and interest on the Note when due.

SECTION 14. NATURE OF FUNDS. The designation and establishment of the Note Payment Fund and the Project Fund shall not be construed to require the establishment of any completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain moneys as herein provided. The moneys required to be accounted for in the Note Payment Fund and the Project Fund may be commingled with other moneys of the City in a single bank account, and may

be invested along with other moneys of the City in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys in the Note Payment Fund and the Project Fund. Investments in the Note Payment Fund shall mature not later than the date needed to make debt service payments on the Note and investments in the Project Fund shall mature not later than the date needed to pay Costs of the Project.

SECTION 15. OPERATING BUDGET; FINANCIAL STATEMENTS; INSPECTION.

The City shall comply with all Palm Beach County, State and federal regulations regarding all time frames for public reporting of all budgetary, compliance and financial issues. The City shall annually provide to the Holder a copy of (a) the City's annual operating budget for each Fiscal Year ending after September 30, 2019, promptly, but not later than thirty (30) days after the same is adopted, and (b) the City's audited financial statements for each Fiscal Year ending after September 30, 2018, prepared in accordance with law, within 210 days of the end of each such Fiscal Year. All financial statements required to be delivered under this Resolution shall be prepared, in accordance with Generally Accepted Accounting Principles (as defined below), except for departures from Generally Accepted Accounting Principles that may from time to time be approved in writing by the Holder of the Note and the independent certified public accountants who are at the time reporting on the financial statements of the City. As used in this Resolution, "Generally Accepted Accounting Principles" means those principles of accounting set forth in pronouncements of the Governmental Accounting Standards Board and its predecessors or pronouncements of the American Institute of Certified Public Accountants or those principles of accounting which have other substantial authoritative support and are applicable in the circumstances as of the date of application.

The City shall permit the holder of the Note, upon reasonable notice and during normal business hours, to meet with the City Manager and any other City employee or officer, to discuss and/or inspect the affairs, finances, business and accounts of the City.

SECTION 16. AWARD OF NOTE BY NEGOTIATED SALE. Because of the nature of the Note, the maturity of the Note and the prevailing market conditions, the negotiated sale of the Note to the Lender in substantial accordance with the Commitment Letter is hereby found to be in the best interests of the City and the City hereby awards the Note to the Lender; provided, however, that the provisions of this Resolution shall control to the extent of any conflict with the Commitment Letter.

SECTION 17. MODIFICATION, AMENDMENT OR SUPPLEMENT. This Resolution may be modified, amended or supplemented by the City from time to time prior to the issuance of the Note hereunder. Thereafter, no modification, amendment or supplement of this Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holder.

SECTION 18. TAX COVENANTS. It is the intention of the City and all parties under its control that the interest on the Note be and remain excluded from gross income for federal income tax purposes and to this end the City hereby represents to and covenants with each Holder of the Note issued hereunder that it will comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of the Code to the extent necessary to preserve the exclusion of interest on the Note issued hereunder from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the City covenants and agrees:

- a) to refrain from using proceeds from the Note in a manner that might cause the Note to be classified as a private activity bond under Section 141(a) of the Code;
- b) to refrain from using the proceeds of the Note in a manner that might cause the Note to become a “reimbursement bond” under Section 1.150-2 of the tax regulations promulgated pursuant to the Code, unless the general operating rules for reimbursement expenditures contained therein are complied with; and
- c) to refrain from taking any action that would cause the Note to become an arbitrage bond under Section 148 of the Code.

The City understands that the foregoing covenants impose continuing obligations of the City that will exist as long as the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code are applicable to the Note.

SECTION 19. EVENTS OF DEFAULT; REMEDIES.

A. Events of Default. Any one or more of the following events shall be an “Event of Default”:

- (i) The City shall fail to pay the principal of or interest on the Note when due;
- (ii) The City shall default under any obligation for the repayment of money;
- (iii) The City shall (a) admit in writing its inability to pay its debts generally as they become due, (b) file (or have filed against it and not dismissed within 90 days) a petition in bankruptcy or take advantage of any insolvency act, (c) make an assignment for the general benefit of creditors, (d) consent to the appointment of a receiver for itself or for the whole or any substantial part of its property, or (e) be adjudicated a bankrupt;
- (iv) Any representation or warranty of the City set forth in this Resolution shall have been untrue when made; or

(v) The City shall default in the due and punctual performance of any of its covenants, conditions, agreements and provisions contained herein or in the Note, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the City by the Holder; provided that such default shall not be an Event of Default if such default is capable of cure and the City within such 30 day period commences and carries out with due diligence to completion (although not necessarily within such thirty (30) day period) such action as is necessary to cure the same.

B. Remedies on Default. If an Event of Default shall have occurred and be continuing, the Holder may proceed to protect and enforce its rights hereunder by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained herein or for enforcement of any proper legal or equitable remedy as such Holder shall deem most effectual to protect and enforce the rights aforesaid.

No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy or remedies, 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.

No delay or omission of a Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this article may be exercised from time to time, and as often as may be deemed expeditious by a Holder.

SECTION 20. GENERAL AUTHORITY. The Mayor and the members of the Governing Body and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Resolution, or desirable or consistent with the

requirements hereof, for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Note, including the execution of any documents or instruments relating to payment of the Note, and each member, employee, attorney and officer of the City is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 21. WAIVER OF JURY TRIAL. LENDER AND THE CITY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS RESOLUTION, THE NOTE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

SECTION 22. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

SECTION 23. NO THIRD-PARTY BENEFICIARIES. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Holder from time to time of the Note issued hereunder, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the

sole and exclusive benefit of the parties hereto and the holder from time to time of the Note issued hereunder.

SECTION 24. CONTROLLING LAW; MEMBERS OF CITY NOT LIABLE. All covenants, stipulations, obligations and agreements of the City contained in this Resolution and the Note shall be covenants, stipulations, obligations and agreements of the City to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained in this Resolution or the Note shall be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the City or the Governing Body in his or her individual capacity, and neither the members or officers of the Governing Body nor any official executing the Note shall be liable personally on the Note or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Note by the City or such members thereof.

SECTION 25. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 26. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

Passed and adopted this 27th day of November, 2018.

CITY OF PAHOKEE

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

ATTESTED:

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

EXHIBIT "A"

FORM OF NOTE

REGISTERED
No. R-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF PAHOKEE
PROMISSORY NOTE, SERIES 2018

<u>Interest Rate:</u>	<u>Maturity Date:</u>	<u>Dated Date:</u>
4.40%	December 1, 2023	November 29, 2018

REGISTERED OWNER: BANK OF BELLE GLADE

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Pahokee, a municipality duly created and validly existing under the laws of the State of Florida (hereinafter called the "City") for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the Interest Rate identified above, until the entire Principal Amount has been repaid. Principal of and interest on this Note will be paid by bank wire, check, draft or bank transfer delivered to the Registered Owner hereof at such address as may be provided in writing by the Registered Owner to the City no later than the close of business on the fifth Business Day (as defined in the hereinafter described Resolution), next preceding each interest payment date (the "Record Date"). Interest on this Note shall be calculated on an actual/365 days basis.

Payments of principal and interest on this Note in the amount of \$ _____ will be due on the first day of each month, beginning January 1, 2019 and continuing on the same day of the month thereafter until the Maturity Date.

Each date when principal and/or interest on this Note is due is a "Payment Date." If any Payment Date is not a Business Day, the payment otherwise due on such Payment Date may be made on the next succeeding Business Day, provided that interest shall accrue until payment is received by the Registered Owner.

Upon the occurrence of an Event of Default (as defined in the Resolution) and until such Event of Default has been cured this Note shall bear interest at the lesser of (i) a variable rate per annum equal to the Registered Owner's "Prime Rate" plus 500 basis points or (ii) the maximum rate permitted by law.

This Note is issued to finance the Project (as defined in the Resolution) pursuant to the authority of and in full compliance with the Constitution and laws of the State of Florida, including the applicable provisions of the City Charter and Chapter 166, Florida Statutes

(collectively, the "Act"), and a Resolution adopted by the City Commission of the City on November 27, 2018 (the "Resolution"). All terms used herein in capitalized form, unless otherwise defined herein, shall have the meanings ascribed thereto in the Resolution.

This Note and the interest hereon are secured solely by and payable from the Pledged Funds, which consist of (i) the amounts on deposit in the Note Payment Fund created by the Resolution and investment income from amounts on deposit therein, (ii) the City's share of the proceeds of the Palm Beach County Discretionary Sales Surtax in an amount sufficient to pay principal and interest on the Note when due and (iii), until expended to pay Costs of the Project, the moneys on deposit in the Project Fund and investment income from amounts on deposit therein, until this Note has been paid in full. Reference is hereby made to the Resolution for the provisions, among others, relating to the terms and security for the Note, the custody and application of the proceeds of the Note, the rights and remedies of the Registered Owner of the Note and the limitations thereon, and the extent of and limitations on the City's rights, duties and obligations, to all of which provisions the Registered Owner hereof for himself and his successors in interest assents by acceptance of this Note.

Should this Note be determined not to be a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, the Registered Owner shall adjust the interest rate hereon so that the Registered Owner shall receive the same after tax yield equivalent computed as of November 29, 2018.

In the event of a Determination of Taxability, the interest rate payable hereunder shall be subject to a full gross-up modification, effective retroactively to the date on which such Determination of Taxability was made. During any period when a Determination of Taxability is in effect, the interest rate on the Note shall convert during such period and shall be calculated by dividing the tax-exempt rate by 1 minus the effective federal tax rate. In addition, upon a Determination of Taxability, the City agrees to pay to the Registered Owner subject to such Determination of Taxability any penalties and interest paid or payable by such Registered Owner to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Note is includable in the gross income of the Registered Owner. No such decree or action shall be considered final for the purposes of this paragraph unless the City has been given written notice thereof and, if it is so desired by the City and is legally permissible, the City has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Registered Owner and until the conclusion of any appellate review, if sought.

Notwithstanding the foregoing, in no event shall the interest rate payable on this Note in any year exceed the maximum rate permitted by law.

Upon the occurrence of an Event of Default (including any cure periods provided by the Resolution), the Holder may declare the entire outstanding balance due hereon to be immediately due and payable (but only from the Pledged Funds), and in any such acceleration the City shall also be obligated to pay all costs of collection and enforcement thereof, including such fees as may be incurred on appeal or incurred in any bankruptcy or insolvency proceeding.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE CITY, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE REGISTERED OWNER OF THIS NOTE THAT SUCH REGISTERED OWNER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THIS NOTE OR FOR THE PAYMENT OF ANY OTHER AMOUNTS PROVIDED FOR IN THE RESOLUTION.

This Note shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained herein and in the Resolution.

It is further agreed between the City and the Registered Owner of this Note that this Note and the indebtedness evidenced hereby shall not constitute a lien upon any facilities of the City. Neither the members of the governing body of the City nor any person executing the Note shall be liable personally on the Note by reason of its issuance.

The City may prepay the outstanding principal amount of the Loan, in whole or in part, at any time, without premium or penalty, together with interest accrued through the prepayment date. The City shall give the Registered Owner not less than ten days' written notice of any prepayment to be made pursuant to the terms of this paragraph.

This Note may be assigned by the Registered Owner of this Note, or any assignee or successor-in-interest thereto. Any such assignment or conveyance of this Note shall be made only to banks, insurance companies or similar financial institutions or their affiliates, including participation arrangements with such entities. Such assignment shall only be effective, and the City obligated to pay such assignee, upon delivery to the Clerk at the address set forth below of a written instrument or instruments of assignment in the form provided herein, duly executed by the owner of this Note or by his attorney-in-fact or legal representative, containing written instructions as to the details of assignment of this Note, along with the social security number or federal employer identification number of such assignee. In all cases of an assignment of this Note the City shall at the earliest practical time in accordance with the provisions of the Resolution enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the Clerk no later than the close of business on the fifth Business Day prior to a Payment Date in order to carry the right to receive the interest and principal payment due on such Payment Date. The City may conclusively rely on the authenticity of any Form of Assignment delivered to it in accordance with this paragraph and accompanied by the original of the Note to which it relates.

Any payment or notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at 108 SE Avenue D, Belle Glade, Florida 33430, or such other

address or addresses as the Registered Owner shall provide the City in writing. In the event of an assignment of this Note, any payment or notice required to be given to the Registered Owner hereunder shall be given to the Registered Owner at the address or addresses shown on the Form of Assignment hereto, or such other address or addresses as the Registered Owner shall provide the City in writing. Any notice required to be given to the City hereunder shall be given to the City Manager at 207 Begonia Drive, Pahokee, Florida 33476, or such other address or addresses as the City shall provide the Registered Owner in writing.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable hereto, and that the issuance of the Note does not violate any constitutional or statutory limitation or provision.

THE REGISTERED OWNER, BY ITS ACCEPTANCE OF THIS NOTE, AND THE CITY, BY ITS ACCEPTANCE OF THE PROCEEDS OF THE NOTE, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE RESOLUTION OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Pahokee has issued this Note and has caused the same to be executed by the manual signature of the Mayor and attested by the manual signature of the Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the 29th day of November, 2018.

CITY OF PAHOKEE

(SEAL)

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note in the books kept by the City for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: _____
The signature of this assignment must correspond with the name as it appears upon the within Note in every particular, or any

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION NUMBER
OF ASSIGNEE

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian for _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State).

Additional abbreviations may also be used
though not in the above list.

Name and address of assignee for payment and notice purposes

Notice: _____

Payment: _____

Date: _____

Assignee: _____

By: _____

Title: _____

EXHIBIT "B"

COMMITMENT LETTER



STEPHEN M. PRIELOZNY
PRESIDENT

November 5, 2018

Chandler Williamson, City Manager
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476
Sent via email delivery
only to: cwilliamson@cityofpahokee.com

Re: Loan Terms to City of Pahokee, Florida
Artificial Turf – Everglades Prep Academy

Dear Chandler:

The Bank of Belle Glade is pleased to offer the following financing terms to the City of Pahokee, Florida:

Borrower: The City of Pahokee, Florida (the "City")

Borrower's

Counsel: Gary Brandenburg, Esq.
Brandenburg & Associates, P.A.
11891 U.S. Highway One, Suite 101
North Palm Beach, FK 33408
Phone: (561)799-1414
Gary@BrandenburgPA.com

Lender: Bank of Belle Glade, a Florida banking corporation (the "Bank")
108 SE Avenue D
Belle Glade, FL 33430
Attn: Stephen M. Prielozny, President
Phone: (863) 996-6711
Email: Steve@bankbg.com

Financial

Advisor: TBD ("Financial Advisor")

Bond

Counsel: Bill Capko, Esq.
Lewis, Longman & Walker, P.A.
515 North Flager Drive, Suite 1500
West Palm Beach, FL 33401
Phone: (561) 640-0820; Fax: (561) 640-8202

Lenders

Counsel: Melanie A. McGahee, Esq.
McGahee & Perez, PL
417 West Sugarland Hwy.
Clewiston, FL 33440
Phone: (863) 983-1677; Fax: (863) 983-1973
Email: mmcgahee@mcgaheeperz.com

Loan: Bank Qualified Tax Exempt Term Note (the "Loan" or "Note," as the case may be)

Amount: \$582,280, plus related closing costs (not to exceed)

Purpose: The proceeds will be used to install an artificial grass surface on the City of Pahokee Everglades Prep Academy football field, along with the costs of issuance.

Term: The term of the Note will be approximately 5 years from the date of closing, fully amortizing with a final stated maturity of January 1, 2024.

Collateral: The City shall covenant and agree to appropriate in its annual budget, by amendment if necessary, from the City's Non-Ad Valorem Revenues, specifically, but to limited to, the City's Local Discretionary Sales Surtax Revenues, amounts sufficient to pay principal and interest of the Loan when due. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, and actually paid. Notice of the appropriation shall be provided to and acknowledged by Palm Beach County, Florida.

Repayment: Principal and Interest payments on the outstanding balance of the Note will be paid monthly on the first day of each month beginning on the first day of the month following closing that is at least 30 days from the Funding Date, and continue on the first day of each month thereafter until paid in full. The Loan will be amortized over 60 months.

Interest Rate: The interest rate will be fixed at 4.40%. This interest rate will be held until November 30, 2018. In the event the closing is delayed past this date, the rate will

be reset 3 days prior to closing and would be indexed to 80% of the prevailing New York Prime plus 25 basis points with a floor of 4.40 percent.

Origination

Fee: One-half percent of the Loan amount

Processing

Fee: \$500.00

Presumed

Funding Date: It is assumed that the Loan will fund on or before November 30, 2018.

Pre-payment: The City may prepay and redeem the Note, in whole or in part, at any time or from time to time, without penalty or premium, by paying to the Bank all or part of the principal amount of the Note to be repaid together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Each prepayment and redemption of such Notes shall be made on such date and in such principal amount as shall be specified by the City in a written notice delivered to the Bank not less than ten days prior thereto specifying the principal amount to be prepaid and the date of such prepayment.

Other Fees: The City is responsible for all legal and out of pocket expenses associated with the proposed financing. The Bank will be represented by McGahee & Perez, PL, whose fee will be fixed at \$5,000.00.

Financial

Reporting: *Audited Financial Statements* – The City shall cause an audit to be completed of its books and accounts and shall furnish to the Bank, when requested and/or within 210 days after the end of each fiscal year audited year-end financial statements of the City certified by an independent certified public accountant acceptable to the Bank to the effect that such audit has been conducted in accordance with generally accepted auditing standards and stating whether such financial statements represent fairly in all material respects the financial position of the City and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. Such financial statements shall include a balance sheet and statement of revenues, expenditures and changes in fund balances, with comparative figures to the prior year and including a comparison of actual results to budgeted projections.

Annual Budget. The City shall adopt an annual budget as required by law. The City shall provide the Bank with a copy of its annual budget for each fiscal year not later than 45 days after the commencement thereof.

*Events of
Default:*

An "Event of Default" shall be deemed to have occurred under the Note if:

- a) the City shall fail to make any payment of principal of or interest on the Note after the same shall become due and payable, whether by maturity, or otherwise;
or
- b) the City shall default in the performance of, or compliance with, any term or covenant contained in the Loan Documents, which default or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the City by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier; or
- c) any representation or warranty made in writing by or on behalf of the City in any Loan Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
- d) the City admits in writing its inability to pay its debts generally as they become due or files a petition on bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
- e) the City is adjusted insolvent by a court of competent jurisdiction, or it is adjudged bankrupt on a petition in bankruptcy filed by or against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments, or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof; or
- f) the City shall file a petition of answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
- g) failure by the City promptly to remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations.

Documentation: Bank assumes all financing documentation will be prepared by Bond Counsel in form and content acceptable to Bank and Bank's counsel. Further, it is assumed Bond Counsel will provide, at no cost to Bank, a validity and tax opinion.

This proposal is subject to review and acceptance of all documents by Bank and Bank's counsel.

Requested

Provisions: Bank will require a gross up provision in the event the loan becomes taxable due to actions or omissions of the City. In the event the interest on the Loan becomes subject to federal income tax in any period, the interest rate will convert during that period and be calculated by dividing the current tax-exempt rate by 1 minus the

effective federal tax rate. In addition, the City shall make the Bank whole for any interest, penalties, and additional to tax suffered by the Bank.

Bank will require a default rate of interest calculated to be the lesser of five percentage points in excess of the Bank's Prime Rate of interest or the maximum interest rate allowed by law, charged at the time of the event of default.

During the term of the Loan, Bank will require the City to agree and covenant that Non-Ad Valorem Revenues shall cover projected annual debt service on the Loan and maximum annual debt service on all debt secured by or payable from Non-Ad Valorem Revenues by at least 1.25 times. On an annual basis, the City shall be required to provide a report that documents the actual Non-Ad Valorem Revenues and maximum annual debt service for that period along with a certificate attested to by a representative of the City that the reported numbers are correct.

Bank may require a regular accounting of the use of the proceeds throughout the construction period.

Bank requires that the Loan documents make no reference to any Uniform Commercial Code Section relating to Investment Securities (i.e. UCC Article 8).

Bank will agree to transfer restrictions stated below in "Assignment."

Assignment: It is Bank's intention to hold the Loan to maturity; however, Bank will require that it reserves the right to assign, transfer or convey the Loan (or any interest therein or portion thereof) only to banks, insurance companies or similar financial institutions or their affiliates, including participation arrangements with such entities.

Conditions of

Lending: The obligations of the Bank to lend hereunder are subjected to the following conditions precedent:

- a) Documents are and shall be true and correct to the best of the City's knowledge at the time of the closing.
- b) On the closing date the City shall be in compliance with all the terms and provisions set forth in the documents on its part to be observed or performed, and no Event of Default nor any event occurred and be continuing at such time.
- c) On or prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced the execution of the Note by the Bank): (i) the opinion of counsel to the City, regarding the due authorization, execution, delivery, validity and enforceability of the Note, the City's power to incur the debt evidenced by the Note, the due adoption and enforceability of the

Note Resolution and the due creation and existence of the City and to the effect that the Note is excluded from gross income for federal income tax purposes, and (ii) such additional supporting documents as the Bank may reasonably request.

- d) No material and adverse changes shall have occurred in the financial condition of the City.
- e) The Bank shall not be required to enter into the proposed Loan until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to: those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the Borrower while processing the Loan request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and/or the terms of the proposed Loan.

Pre-Close

Requirements: Bank will require a complete executed copy of the transcript by noon the day prior to funding (a scanned copy is acceptable). Ultimately, Bank will require a complete transcript with original signatures.

IRMA

Representation: Bank requests the City provide a letter confirming the City's Financial Advisor is acting as Independent Registered Municipal Advisor under the SEC Municipal Advisor Rule.

*Bank's Role
As Lender:*

The transaction described in this document is an arm's length, commercial transaction between the City and Bank in which: (a) Bank is acting solely as principal (*i.e.*, as a lender) and for its own interest; (b) Bank is not acting as a municipal advisor or financial advisor to the City; (c) Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to the City on other matters); and (d) Bank is not recommending that the City take an action with respect to the transaction described in this document, and before taking any action with respect to this transaction, the City should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate.

Bank of Belle Glade appreciates the opportunity to offer these financing terms and looks forward to working with the City.

If you have any questions or need any additional information, please do not hesitate to contact me.

Respectfully,



Stephen M. Prielozny, President

Agreed and accepted this 13th day of November, 2018.

Borrower: City of Pahokee

Signature:

Printed Name: Keith W. Babb, Jr.

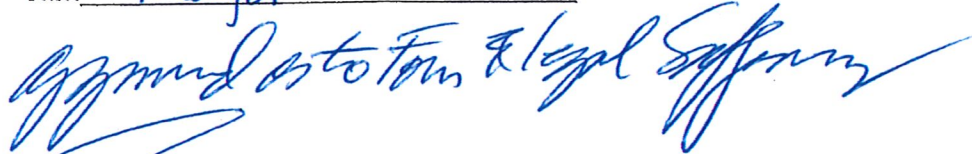
Title:

Mayor

Attested:



Nylane Clarke, Interim City Clerk



RESOLUTION 2018 - 76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY, FOR THE PURPOSE OF FLEET MANAGEMENT SERVICES.

WHEREAS, on December 15, 2009, the County and the City entered into an Interlocal Agreement (R2009-2132), that was subsequently amended by the First Amendment to Interlocal Agreement (R2014-1816) on December 2, 2014 (Collectively the 2009 Interlocal Agreement) setting forth the terms and conditions by which the County would provide fuel management services to the City; and

WHEREAS, in addition to fuel management services, the County and the City have determined it to be beneficial to both parties for the City to purchase other fleet management services from the County; and

WHEREAS, the County and the City are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the City; and

WHEREAS, to set forth the terms and conditions for all fleet management services, this Agreement amends and restates, in its entirety, and replaces, the 2009 Interlocal Agreement.

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

- Section 1.** The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

- Section 2.** This Agreement may be renewed for one (1) five (5) year term thereafter. At least eight (8) months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two (2) months of the receipt of the request, the County shall process an Amendment to this Agreement which shall be executed by both the City and the County.

- Section 3.** This Agreement when effective terminates and replaces the Interlocal Agreement between County and City R2009-2132 as amended by R2014-1816.

Section 4. The Mayor is hereby authorized and directed to execute the Amended and Restated Interlocal Agreement by and between the City of Pahokee and Palm Beach County for fleet management services.

PASSED AND ADOPTED this 27th day of November, 2018.

ATTEST:

Keith W. Babb, Jr., Mayor

Nylene Clarke, Interim City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Murvin

Commissioner Everett

Commissioner Hill

Commissioner Walker

**AMENDED AND RESTATED
INTERLOCAL AGREEMENT**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (“Agreement”) is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (“County”) and City of Pahokee, a municipal corporation of the State of Florida (“City”).

WITNESSETH:

WHEREAS, on December 15, 2009, the County and the City entered into an Interlocal Agreement (R2009-2132), that was subsequently amended by the First Amendment to Interlocal Agreement (R2014-1816) on December 2, 2014 (Collectively the 2009 Interlocal Agreement) setting forth the terms and conditions by which the County would provide fuel management services to the City; and

WHEREAS, in addition to fuel management services, the County and the City have determined it to be beneficial to both parties for the City to purchase other fleet management services from the County; and

WHEREAS, the County and the City are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the City; and

WHEREAS, the County and the City have the ability to lawfully enter into this Agreement; and

WHEREAS, to set forth the terms and conditions for all fleet management services, this Agreement amends and restates, in its entirety, and replaces, the 2009 Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to provide the terms and conditions by which the County will provide comprehensive fleet management services to the City and the schedule and method of payment to the County for such services. Fleet management services generally include: 1) preventative maintenance and corrective repairs to vehicles and equipment, 2) the management and operation of fueling sites, 3) the sale of fuel, and 4) the management of the Vehicle Replacement Policy Fund.

SECTION 2: FLEET MANAGEMENT FACILITIES

The County operates fleet management maintenance & repair facilities at various locations throughout Palm Beach County. All the available locations and the dates/times such facilities are staffed and operated are listed in Attachment 1 to this Agreement. The County will update Attachment 1 and transmit same to the City annually. The administrative offices are located at 2601 Vista Parkway, West Palm Beach, FL 33411.

SECTION 3: UNLEADED/DIESEL FUEL

3.01 The County operates fueling stations at various locations throughout Palm Beach County. All the available fueling sites are listed in Attachment 2 to this Agreement. The County will update Attachment 2 and transmit same to the City annually.

3.02 Upon execution of this Agreement, the City will inform the County of the number of fuel cards required and the information necessary to code all City employees, vehicles and equipment into the County's automated fuel management systems. Within twenty-one (21) days, the County will provide the City with the requested cards. Procedures for requesting additional new and replacement cards will be established after execution of this Agreement. It is the City's sole responsibility to ensure that the fuel cards are issued to, and utilized for, authorized and lawful public purposes. The fuel cards will allow the City to fuel at any fuel site identified in Attachment 2.

3.03 The City will be invoiced monthly for fuel usage on a per gallon purchased basis. The per gallon cost will be calculated by adding the actual fuel price, the applicable taxes and the administrative mark-up. The administrative mark-up will be set annually by the County and take effect on October 1st each year. The County shall notify the City of the administrative mark-up prior to October 1st. The County agrees to charge the City the same administrative mark-up as it does County agencies. The City is not obligated to purchase a minimum amount of fuel pursuant to this Agreement.

3.04 The City will not be entitled to any portion of the taxes recovered pursuant to Florida Statute 206 and Florida Statute 212, Part II.

3.05 The County represents that its fueling stations are operated in compliance with all applicable environmental regulations and that the City assumes no responsibility for the proper management of these facilities pursuant to this Agreement.

3.06 The City agrees to provide each employee using a County fuel facility with procedures for proper use of the County's facility and ensure that its employees use the facility properly. The County reserves the right to deny fueling privileges to any City employee who fails to follow County procedures upon immediate notification to the City.

SECTION 4: PREVENTATIVE MAINTENANCE AND CORRECTIVE REPAIRS

4.01 The County will perform preventative maintenance according to the County's established program which includes the documentation of the maintenance. The preventative maintenance program includes the routine changing of lubricants and fluids as well as the inspection of components to identify corrective maintenance needs.

4.02 The County shall perform corrective and commercial repairs as needed and requested by authorized City personnel.

4.03 Preventative maintenance and corrective repairs will be billed in accordance with Attachment 3.

4.04 Attachment 3 shall be revised annually and duly incorporated into this Agreement on October 1st of each year. The County agrees to charge the City the same fee schedule as it does County agencies. The revised Attachment will identify the new fee schedule as well as provide budget documentation.

SECTION 5: VEHICLE REPLACEMENT FUND

5.01 The County implements a Vehicle Replacement Fund ("Replacement Fund"). The purpose of this fund is to provide a structured "savings plan" by which the cost of the replacement asset is prorated over the estimated life of the asset and paid on a monthly basis throughout that life.

5.02 The City may elect to participate in the Replacement Fund for any or all of its vehicles. The City may elect to participate in the Replacement Fund at any time during the term of this Agreement.

5.03 The Replacement Fund is implemented pursuant to Attachment 4 to this Agreement. If the City elects to participate, the City's participation in the Replacement Fund will also be governed by the terms of the current adopted PPM on this matter.

SECTION 6: BILLING SCHEDULE

6.01 The County will prepare and transmit to the City monthly an invoice and detailed summary itemizing the costs associated with: 1) preventative maintenance and corrective repairs, 2) fuel purchases, and 3) Replacement Fund contributions. The City will immediately review the information and report any discrepancies to the County within ten (10) days of receipt. Payment will be due to the County within thirty (30) days of receipt of the invoice. Payments shall be sent to:

Board of County Commissioners
Special Receivables Section - Finance
P.O. Box 3977, Fund 5000
West Palm Beach, FL 33402-3977

6.02 At any time, the City may request information concerning its fleet management services.

SECTION 7: COUNTY IMPLEMENTED QUALIFICATIONS, TRAINING AND SAFETY PROGRAMS

7.01 The County represents that all repairs will be performed by technicians holding certifications commonly available in the industry. If additional certification and/or training is required to accommodate specialized equipment and/or vehicles of the City, the County will provide the technicians with the necessary training at no additional cost to the City.

7.02 The County utilizes a Lock Out/Tag Out program for securing vehicles and equipment which may be in unsafe condition. A copy of the Lock Out/Tag Out Procedures are included as Attachment 5 of this Agreement. The City is responsible for ensuring that all City employees operating vehicles understand the County's program and how the City operators are to make the County aware of potentially unsafe conditions that they discover.

SECTION 8: LIABILITY

To the extent permitted by Florida law and subject to the limits of liability set forth in section 768.28, Florida statutes, the City shall indemnify, defend, save and hold the County harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of any act, error or omission of the City in connection with its performance of this Agreement. In the event the County shall be made a party to litigation commenced against the City or by the City against a third party, then the City shall protect and hold harmless and pay all costs and attorneys' fees incurred by the County in connection with such litigation and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for its own negligence, willful or intentional acts.

SECTION 8A: INSURANCE

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

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

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

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

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

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include City and County as Additional Insureds. City shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the City shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the City of its liability and obligations under this Agreement.

SECTION 9: TERM OF AGREEMENT

9.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

9.02 Renewals. This Agreement may be renewed for one (1) five (5) year term thereafter. At least eight (8) months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two (2) months of the receipt of the request, the County shall process an Amendment to this Agreement which shall be executed by both the City and the County.

9.03 Existing Interlocal Terminated. This Agreement when effective terminates and replaces the Interlocal Agreement between County and City R2009-2132 as amended by R2014-1816.

SECTION 10: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time via written amendment executed by both the Board of County Commissioners and the City. Annual updates to the Attachments will not require the approval of the Board of County Commissioners or the City.

SECTION 11: TERMINATION

This Agreement may be terminated by either party, with or without cause. Any termination shall take effect sixty (60) days from the receipt of notice.

SECTION 12: ANNUAL BUDGET APPROPRIATIONS

Pursuant to state law, this Agreement is subject to the annual budget appropriations of the City and the County.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

Director, Fleet Management Division
2633 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the City:

City Manager, City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

Director of Finance, City of Pahokee
207 Begonia Drive

Pahokee, FL 33476

Invoices to the City shall be sent to:

Director of Finance, City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida and venue for any causes of action concerning this Agreement shall be in Palm Beach County, Florida.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk & Comptroller of Palm Beach County.

SECTION 16: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of constitutional or statutory duties.

**SECTION 17: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL
AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 18: NO THIRD PARTY BENEFICIARY

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

SECTION 19: NON-DISCRIMINATION

The County is committed to assuring 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 City warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 20: ASSIGNMENT

City may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 21: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

(The remainder of the page is intentionally left blank)

IN WITNESS WHEREOF, County and City ratify and confirm this Agreement and have executed this Agreement, or have caused the same to be executed by their authorized representatives, as of the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
Assistant County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

CITY CLERK

**CITY OF PAHOKEE, a municipal
corporation of the State of Florida**

By: _____
Nylene Clarke, Interim City Clerk

By: _____
Keith W. Babb Jr., Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Gary Brandenburg, City Attorney

Attachment 1
Palm Beach County
Fleet Management Maintenance & Repair Facilities

SERVICE LOCATIONS

MAIN FACILITY

2601 Vista Parkway
West Palm Beach, FL 33411-5609
561- 233-4552

MAIN OFFICE
(Administration, billing questions)

Hours: 7:00-5:00 Monday - Friday*

LIGHT VEHICLE SHOP
(15,000 GVWR & under-cars, pickups,
SUVs & Tire & Alignment Shop)

Hours: 6:30-5:00 Monday - Friday*

HEAVY EQUIPMENT SHOP
(15,000 GVWR & over, medium &
heavy trucks and heavy equipment)

Hours: 6:30-5:00 Monday - Friday*

SPECIALIZED EQUIPMENT SHOP
(Small Eqpt. Fuel Cards, Body Work,
New Vehicle Process)

Hours: 6:30-5:00 Monday - Friday*

CONTROL DESK
(Loaners, Towing, On-Road Tire Service,
Vehicle Pickup)

Hours: 6:30-5:00 Monday - Friday*

SATELLITE SHOPS

PAHOKEE SHOP
580 State Market Road
Pahokee, FL 33476
561-233-4568

Hours: 6:30-5:00 Monday - Thursday*

SOUTH REGION SHOP
13026 Jog Road
Delray Beach, FL 33484
561-638-5031

Hours: 6:30-5:00 Monday - Friday*

* Excluding County Holidays

ATTACHMENT 2
Palm Beach County
Facilities Development & Operations
Fleet Management Division
Fueling Sites

<u>Location</u>	<u>Fuel Type</u>	<u>Hours of Operation</u>
Fleet Management 2633 Vista Parkway, WPB	Unleaded Diesel	24 Hours
PBIA 3700 Belvedere Rd, WPB	Unleaded Diesel	24 Hours
Criminal Justice Complex 3228 Gun Club Road, WPB	Unleaded	24 Hours
Sheriff Substation 17901 SR#7, Boca Raton	Unleaded	24 Hours
PBSO-Park Vista High School 7894 Jog Road, Lake Worth	Unleaded	24 Hours
South County Courthouse 345 S. Congress, Delray Beach	Unleaded Diesel	24 Hours
North County Complex 8130 Jog Road, WPB	Unleaded Diesel	24 Hours
Pahokee 580 State Market Rd., Pahokee	Unleaded Diesel	24 Hours
Mosquito Control 9011 Lantana Road, Lake Worth	Unleaded	24 Hours
South Region Utilities 13026 Jog Rd., Delray Beach	Unleaded Diesel	24 Hours
West County Gov't 38951 James Wheeler Way Belle Glade	Unleaded Diesel	24 Hours
John Prince Park 5020 S. Congress Ave Lake Worth	Unleaded Diesel	7:00AM-4:00PM Weekdays
Jupiter (@ SWA) 14185 N. Military Trail	Unleaded	7:00AM-5:00PM Weekdays
Central Water Utilities 8100 Forest Hill Blvd, Greenacres	Unleaded Diesel	7:00AM-5:00PM Weekdays

ATTACHMENT 3

Palm Beach County
Facilities Development & Operations
Effective as of Fiscal Year 2019

FEE SCHEDULE – PREVENTATIVE MAINTENANCE

<u>RATES</u>	<u>LABOR</u>	<u>PARTS</u>	<u>MISCELLANEOUS FEE</u>
	\$67 / Hour	Cost + 50%	\$3 / work order over \$50

ESTIMATED ANNUAL COST/VEHICLE – CARS AND PICKUPS

6 month/5,000 mile – Preventative Maintenance Program

Labor:	2 Visits/Year x 2.5 Hours/Visit @ \$67/Hour	\$335.00
Parts:	2 Visits/Years @ \$300 / Visit	<u>\$600.00</u>
Estimated Cost:		\$935.00

Note: Preventative Maintenance is based upon Flat Rate hours according to the type of vehicle plus parts.

FEE SCHEDULE – CORRECTIVE REPAIRS

<u>COUNTY REPAIRS</u>	<u>LABOR</u>	<u>PARTS</u>	<u>MISCELLANEOUS FEE</u>
Normal Hours	\$67 / Hour	Cost + 50%	\$3 / work order over \$50
Emergency or Overtime	\$67 / Hour	Cost + 50%	\$3 / work order over \$50

COMMERCIAL REPAIRS

Cost + 20%

Attachment 4
Palm Beach County
Vehicle Replacement Fund

**FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT
FLEET MANAGEMENT DIVISION**

STANDARD PROCEDURE NO: **FMO-016**

TITLE: **Replacement Policy Program**

ISSUED TO: Fleet Management Division

WRITTEN BY: Fleet Management Division

Issue Date: 10/01/91

Effective Date: 10/01/91

Revised: 12/08/98

09/10/09

11/28/11

PURPOSE:

This policy is established to define the vehicle/equipment replacement criteria, replacement schedule and Fleet Management's Policy Fee charges for all vehicles/equipment (assets) covered under Fleet's Replacement Policy Program (Program).

POLICY

The Program is established to provide a funding source for the standardized replacement of assets for those County Departments and other agencies who choose to participate in the Program.

All assets participating in the Program will be purchased, replaced and maintained by Fleet Management. Replacement assets will be purchased according to criteria based upon useful life, mileage, usage, cost of repairs, life cycle costing and/or other extenuating circumstances (theft, extensive damage, etc.).

PROCEDURE

1) As part of the annual Budget process, Fleet Management will evaluate all assets which are part of the Program to determine which assets may exceed the following replacement criteria:

A. Useful Life/Mileage/Hours *

Specialized Equipment (ATV's, turf equipment, etc.)	5 years/ N/A
Light Duty (cars, all vans, trucks less than 10,001 GVWR)	6 years/ 80,000 miles
Medium Duty (trucks 10,001 GVWR or more)	7 years/ 90,000 miles
Heavy Equipment (off-road vehicles/equipment) <i>(Varies depending on Machine Class)</i>	up to 10 years/ 10,000 hours
Trailers	10 years/ N/A

*Note: These criteria might vary dependent upon the department's utilization of the asset.

B. Economic Evaluation/Life Cycle Costing

Assets are also economically evaluated annually to determine if they may not be cost effective to maintain. Based upon the economic evaluation, it may be recommended that an asset be replaced in the upcoming Fiscal Year whether or not it meets the useful life/mileage/hours criteria.

2) Program assets stolen, suffering extensive damage or requiring repairs that are not cost effective may be replaced immediately either through reassignment from the loaner fleet or by purchase if funding is available.

3) Assets increasing the size of the Program can only be added by the following:

- A. As part of the annual budget process at the request of the user department and upon approval of the Budget by the BCC
- B. Non-budget additions require the submission of an approved "Mid Year Fleet Expansion Request Form (Attachment A) following the criteria in County PPM CW-0-035.

4) Fleet's replacement recommendations and input on any other specific asset needs of the department/division will be reviewed annually with representatives from each department/division participating in the Program.

5) Upon approval of the Budget, approved assets will be purchased in the timeliest and cost effective manner.

6) Upon receipt of the asset the user department will be charged a monthly Policy Charge for the unit. The purpose of the Policy Charge is to:

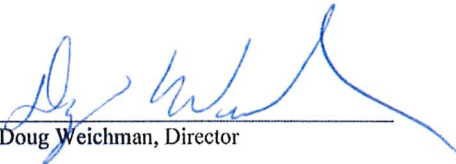
- A. Fund the future replacement of the asset
- B. Fund a fleet of loaner vehicles which can be used at no charge when an asset is in for service
- C. Cover the administrative costs of operating the Program

The following criteria are used to determine the monthly Policy Charge:

- A. The purchase price of the asset
- B. The useful life of the asset (See Section 1)
- C. An annual inflationary rate
- D. The projected salvage value of the asset
- E. If the asset costs \$10,000 or more an Administrative Fee is added to the monthly payment.

Each of these criteria is reviewed for potential adjustment during the annual budget process.

7) Assets owned by the County but not part of the Program may be replaced through the Program if funds are available and upon agreement to pay the monthly Policy Charge.



Doug Weichman, Director

Attachment 5
Palm Beach County
Lock Out/Tag Out Procedures

FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT FLEET MANAGEMENT DIVISION

STANDARD PROCEDURE NO: **FMO-015**
TITLE: **LOCKOUT/TAGOUT**
ISSUED TO: Fleet Management Division
WRITTEN BY: Fleet Management Division

Issue Date: <u>11/29/93</u>	Effective Date: <u>11/29/93</u>	Revised: 01/07/99 12/01/08 11/10/11
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PURPOSE:

The Lock out/Tag out procedure is established to specify the guidelines which Fleet Management Division employees will follow for locking/tagging out vehicles/equipment in need of such for repair or safety reasons.

POLICY

It is the policy of Fleet Management to lock out/tag out (LOTO) any vehicle/equipment (asset) which is unsafe to operate or for which operation may compromise the integrity of the asset.

Annual training for this procedure will be held for all authorized employees.

PROCEDURE

- 1) For the purpose of this procedure, all Fleet Management shop employees are considered authorized employees.
- 2) Assets being serviced in a shop or in the field meeting the following criteria will be LOTO:
 - a) An asset that is not currently being worked on for any reason (i.e. shift over, waiting for parts, etc.) where the asset could be damaged.
 - b) An asset in for repair of safety related items but not currently being worked on (safety related items are any component that could cause damage or harm to people or property, i.e. brakes, steering, suspensions, fuel system, etc.).

c) An asset where damage could be done if started with any component or fluid missing or malfunctioning; i.e. low or no oil, no coolant, sentinel systems, equipment out of proper tolerance, etc.

d) If equipment/vehicle is physically in the shop and disassembled to the point of not being able to be operated, this would be considered locked out by this policy.

e) If an authorized employee is unsure whether an asset meets the criteria, the asset MUST be LOTO.

3) When an asset is determined to be in need of LOTO, an authorized employee will do the following:

a) Motorized asset – Place a “DO NOT OPERATE” plastic tag as close as possible to the area where the asset is started or operated.

b) Non-motorized asset (trailer, mower, etc.) – Place a “DO NOT OPERATE” plastic tag at the hitch or tongue to prevent the asset from being towed or moved.

c) All assets –

1) The “DO NOT OPERATE” tag is to be placed with a tightly wrapped plastic tie strap so that a tool must be used to remove it.

2) The employee number of the authorized employee and the related shop telephone number must be written on the tag.

3) The asset will be locked out by disabling it through the removal of the battery cable or other disablement and padlocking the effected areas with a hasp or lock box.

4) Another tag will be placed with the related lock.

d) All locks used for the LOTO procedure will be the same type and will be restricted for LOTO only. The locks will all be re-settable combination locks and combinations will be kept in a locked box in designated area.

4) After an asset has been LOTO:

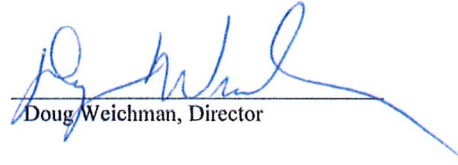
a) Tags and lock out devices are never to be bypassed, ignored or otherwise defeated.

b) If another authorized employee works on the same asset on a repair not related to the first LOTO, that employee would place a lock next to the first lock following the same LOTO procedures.

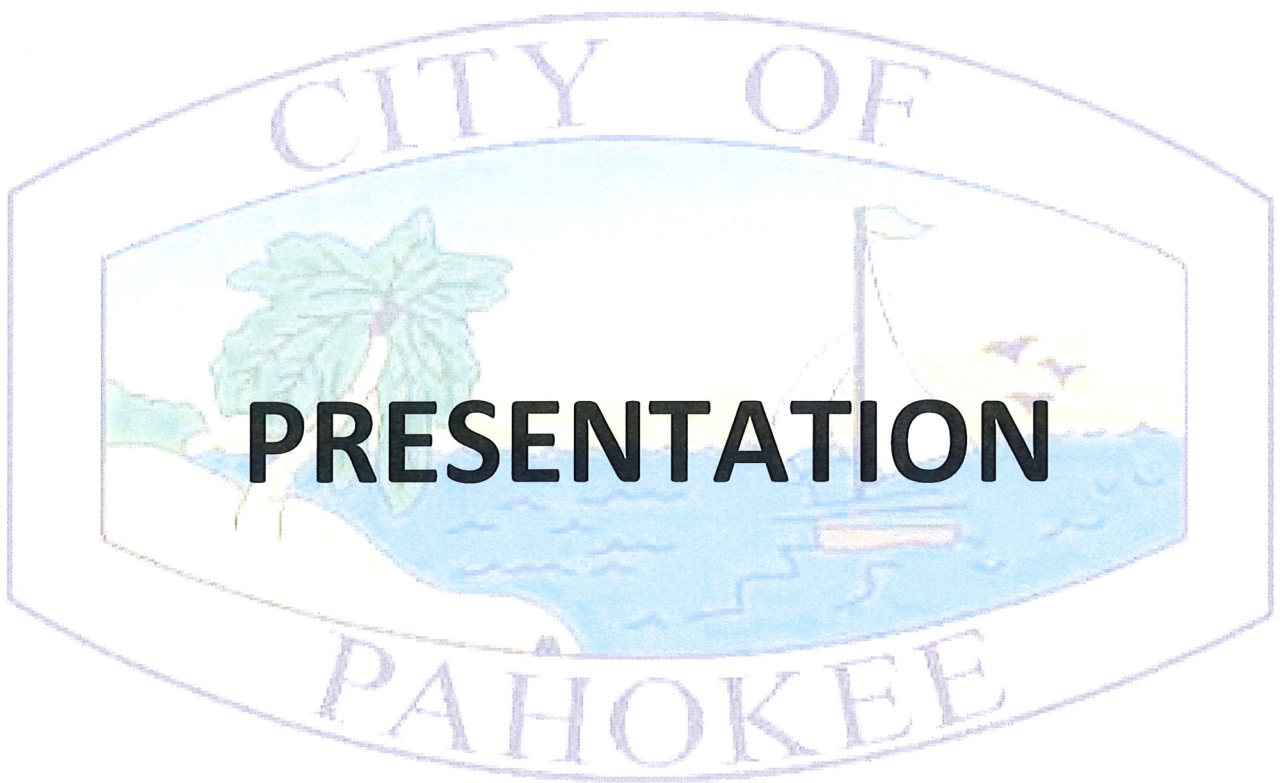
5) Removal

a) Each LOTO device shall be removed by the authorized employee who installed the device after repairs have been completed. In the event that the employee who installed the device is not available to remove it, the device may be removed by another authorized employee with the approval of the Fleet Operations Supervisor or Equipment Analyst.

b) If the combination must be given to another authorized employee, the employee assigned to the lock will change the combination of all his/her locks and report the change to the Fleet Operations Supervisor.



Doug Weichman, Director



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