



CITY COMMISSION OF THE CITY OF PAHOKEE

## **WORKSHOP**

Tuesday, July 12, 2016 6:00 p.m.  
360 E. Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the July 12, 2016 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

**1. Annexation**

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

# AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULAR COMMISSION MEETING  
TUESDAY, JULY 12, 2016 6:30 P.M.



- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
  - 1. **June 14, 2016 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
  - 1. **RESOLUTION 2016 - 22 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE ELEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA.**
  - 2. **RESOLUTION 2016 - 23 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
  - 1. **Dumpsters**
- O. REPORT OF THE CITY ATTORNEY:
  - 1. **Old Hospital Site**
- P. OLD BUSINESS:
  - 1. **Gymnasium Update**
- Q. NEW BUSINESS:
  - 1. **Lieutenant Piccolo (PBSO Report)**
  - 2. **Appoint Boards**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:

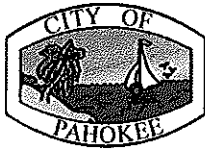
NOTICE

# MINUTES

NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

SUBJECT TO CHANGE



**CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULAR COMMISSION MEETING MINUTES  
Tuesday, June 14, 2016**

Pursuant to due notice the regularly scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on Tuesday, June 14, 2016.

The meeting was called to order by Mayor Babb at 6:40p.m.

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	Mayor Keith W. Babb, Jr.	Present
	Vice Mayor Felisia Hill	Present
	Commissioner Nathaniel Holmes	Present
	Commissioner Clara Murvin	Present
	Commissioner Diane Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lt. Daniel Picciolo	Present
	City Clerk Tijauna Warner	Present
	Deputy City Manager Tammy Jackson-Moore	Present

**Additions, Deletions, and Approval of Agenda Items:**

Mr. Brandenburg (City Attorney) requested adding Ord. 2016 – 09 to H5.

**Approval of Amendments to the Agenda.**

**Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.**

**Motion carried on unanimously.**

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

**Public Service Announcements:** None

**Approval of Minutes:**

1. April 26, 2016 Regular Scheduled Commission Meeting

**Approval of April 26, 2016 Regular Scheduled Commission Meeting Minutes.**

**Motion by Commissioner Murvin. Seconded by Vice Mayor Hill.**

**Motion carried on unanimously.**

Michael P. Hamaway (Old Hospital Site Owner Representative) presents a proposal to from the owner with digital pictures on a tablet. The Old Hospital Site Owners proposed a full time caretaker, reduce time to complete from 12 months to 9 months (as previously mentioned, my client has substantial experience in work force mobilization and given both the condition of the property and its distance from population centers, this is the minimum time that we would need), and payment increased from the 18K to 50k. Please note that I originally used 18k because that was the amount the City commission advised that the City had "into the" property, i.e. its out-of-pocket costs for ongoing clearing/landscaping. The City manager's characterization of what we proposed fails, I think, to appreciate the enormous task ahead of my client, as well as that these fines are historically used to obtain compliance, not revenue, and are routinely settled for fractions of the amount claimed. Stated differently, beyond 50k, the economics in favor of redevelopment/rehabilitation simply stop making economic sense. I genuinely believe the greatest upside for this community, both with respect to its long term financial goals (tax roll) and otherwise (job creation), is to bring this property back to life, and I hope the City agrees. As for your concern that the fines/title encumbrances are being

Regular Scheduled Commission Meeting – June 14, 2016

cleared contemporaneously with the settlement, please know that my client would be unable to attract partners to the project while the rehabilitation is underway if title is not clear. This is something we must have. The agreement provides for specific performance and attorney's fees, which is arguably better security than the liens.

Mayor Babb advised that processing with this will wipe out our code compliance, if we totally eliminate the cost. We as least need 20% of the fines to be paid.

Commissioner Holmes advised that Belle Glade Old Hospital Site was in the same situation and they made it happen. I suggest that we do the same and make it happen here in the City of Pahokee.

Mayor Babb replied over a two year period there was any action on this property.

Mr. Hamaway responded that in the past that occurred because the owners were getting a lot of mix messages from the City and was led astray. They are attempting to current employment in the City by creating a functioning assisting-living facility.

Mayor Babb inquires about a timeline to this facility.

Mr. Hamaway replied we can't have a timeline without a partner that's why they need the liens removed so they can development it and receive a partner.

Commissioner Walker inquires when are they going to start cleaning the property and making it presentable.

Mr. Hamaway replies as soon as the City agrees.

Mr. Brandenburg advised he's in favor of a settlement and experience that if we get this property we would have to demolish it. This is the first time you had someone come before you to start a process of a settlement and make something happen.

Commissioner Holmes advised he is in support of making this happen after seeing the plans for the Old Hospital Site.

Mr. Brandenburg suggested the owner agrees to give the City a deed to the property that entrust by me but now delivered and recorded unless they don't meet the agreement.

Mr. Hamaway advised that could work.

**Approval of City Attorney drafting agreement for Old Hospital Site.**  
**Motion by Commissioner Holmes. Seconded by Commissioner Murvin.**  
**Motion carried on unanimously.**

**Ordinances:**

1. **ORDINANCE 2016 – 05 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CREATING CHAPTER 17, SEC. 17-78. COMMERCIAL PROPERTY-DUMPSTERS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

Mayor Babb advised this is the first reading and there will be a public hearing on this at the second reading.

Commissioner Hill suggested changing the time frame to comply to nine (9) month with a three (3) month grace period for hardships.

**Approval of Ordinance 2016 - 05.**  
**Motion by Commissioner Murvin. Seconded by Vice Mayor Hill.**  
**Motion carried on unanimously**

2. **ORDINANCE 2016 – 06 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, CREATING CHAPTER 17, SEC. 17-79. MULTI-FAMILY RENTAL UNITS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**Approval of Ordinance 2016 - 06.**

**Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.**

**Motion carried (4)aye; (1)nay.**

Mayor Babb suggested moving the business presentations up, so the staff that's been working all day can go home and get some rest.

**Presentations:**

1. Florida Community Health Center

*Commissioner Murvin presented a certificate to Florida Community Health Center for Business of the Month.*

2. Pahokee Flower Shop

*Commissioner Walker presented a certificate to Pahokee Flower Shop for Business of the Month.*

*Mayor Babb recognized the young men that attending the Preventing Crime in the Black Community Conference.*

3. **ORDINANCE 2016 – 07 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING CHAPTER 17, SEC. 17-281. MAINTENANCE REQUIREMENTS; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**Approval of Ordinance 2016 - 07.**

**Motion by Commissioner Murvin. Seconded by Vice Mayor Hill.**

**Motion carried on unanimously.**

4. **ORDINANCE 2016 – 08 AN ORDINANCE OF THE CITY OF PAHOKEE, FLORIDA, TO BE DESIGNATED AS THE CITY OF PAHOKEE PARKS TRESPASS ORDINANCE; PROVIDING FOR A SHORT TITLE; PROVIDING FOR DEFINITIONS INCLUDING CRITERIA ON WHEN A TRESPASS NOTICE MAY BE ISSUED; PROVIDING FOR AUTHORIZATION TO ISSUE TRESPASS NOTICES; PROVIDING FOR APPEAL OF TRESPASS NOTICES; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTY; PROVIDING FOR CAPTIONS AND PROVIDING FOR EFFECTIVE DATE.**

Commissioner Walker advised the City should go the extra mile to make sure the citizens are informed of this ordinance.

Mayor Babb suggested a Town Hall Meeting to sure this information.

Commissioner Murvin advised having signage at the park to inform citizens and residents.

**Approval of Ordinance 2016 - 08.**

**Motion by Commissioner Murvin. Seconded by Vice Mayor Hill.**

**Motion carried (4)aye;(1)nay.**

Mr. Brandenburg read Ordinance 2016 – 09 which is a modified version of a previous ordinance that was approved. However, your neighboring cities are holding off on this because of the 10 millage cap. Fire MSTU comes out of that cap, leaving you with about 6.5 millage. The other cities are getting tired of that cap and we would like that cap to go away, so we are uniting and standing together. I doubt this will change anything because the constitution is not going to change.

Ms. Tammy Jackson-Moore (Deputy City Manager) advised the two (2) cities are concerned that if the Fire Rescue increase their millage, the cities will have to lower their millage. We can't afford to continue to get lower, lower, and lower.

Mayor Babb suggested agreeing to work with the other three (3) cities and holding off on this ordinance.

**Approval of holding off on Ordinance 2016 -09 until later date.**  
**Motion by Commissioner Murvin. Seconded by Vice Mayor Hill.**  
**Motion carried on unanimously.**

**Resolutions:**

1. **RESOLUTION 2016 – 18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE DEMOLITION AGREEMENT BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE.**

**Approval of Resolution 2016 - 18.**  
**Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.**  
**Motion carried on unanimously.**

2. **RESOLUTION 2016 – 19 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE STAGING OF LAKE OKEECHOBEE RESTORATION AND CONSTRUCTION PROJECTS AT PAHOKEE MARINA.**

**Approval of Resolution 2016 - 19.**  
**Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.**  
**Motion carried on unanimously.**

3. **RESOLUTION 2016 – 20 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE RELATING TO COORDINATION OF ROAD AND UTILITY CONSTRUCTION.**

**Approval of Resolution 2016 - 20.**  
**Motion by Vice Mayor Hill. Seconded by Commissioner Murvin.**  
**Motion carried on unanimously.**

**Public Hearings:** None

**Proclamations:**

1. **Samuel Haubert**

**Approval of Proclamation for Samuel Haubert.**  
**Motion by Commissioner Murvin. Seconded by Vice Mayor Hill.**  
**Motion carried on unanimously.**

**Report of the Mayor:**

Mayor Babb thanks Former Commissioner Allie Biggs for hosting the Town Hall meeting in reference to the sales tax. I'm a little disappointed the community wasn't out there because it's important we get the information out there (it's important to all the small cities, not just Pahokee). The City of Pahokee is expecting to get the amount of 3.2 or 3.8 million over a ten (10) year period, it's not enough to improve our total infrastructure. A lot of times when you have a sales tax that people are not familiar with they tend to vote against it. We need to educate and share the information with the community. The presidential election is in November which will be a high turn-out of voters.

Commissioner Walker recommended that as we get closer to November that we host a Town Hall meeting to share this information and educate the community.

Mayor Babb inquires about a timeline for the Code Enforcement Officer and Finance Director being hired. Also, what's the status on a Grant Writer to get some additional funding?

Mr. Williamson announced the second Code Enforcement Officer started this week. She transferred from the Parks and Recreation Department to Code Enforcement Department. The Finance Director position will be going out later this month, we should see advertisement at the end of this month or beginning of July. We received several applications for the Director of Community Economic Development, but we didn't find a candidate that fulfilled our grant writing expectations. Most municipalities have gone to outsourcing or contracting out for their grant writing.

Mayor Babb advised Commissioner McKinley offered staff to assist with the grant writing.

Mr. Williamson replied we are working with them.

Mayor Babb announced I'll be participating in a Youth Leadership Retreat that begins today and ends Thursday. Tomorrow I will be participating in a Youth Forum. This particular event will be held at the Embassy Suite in Palm Beach Garden. Follow-up, status of the Former Mayor JP Sasser receiving a plaque for recognition and a report on recognizing all past mayors in the Commission Chambers.

**Report of the City Manager:**

Mr. Williamson announced Phase II Road Resurfacing had a Pre-Bid meeting today and expect to have the opening of the bids June 22. Some save the days is 4<sup>th</sup> of July, August 6<sup>th</sup> is the Back to School Bash, and we are working on legislation for 2017.

Mr. Williamson present a book published by Glades Academy 4<sup>th</sup> Grade Class that highlights history of historic buildings of the City of Pahokee, City of Belle Glade, and City of South Bay. Each City Commissioner was provided a copy of the book. At the Lore meeting I was advised there will be an additional 15-20 at the HealthCare Center.

Mayor Babb requested adding meetings to the calendar, so the Commissioners would be aware of it (general City Calendar).

**Report of the City Attorney:**

1. Old Hospital Site (discussed earlier in meeting)

**Old Business:**

1. Gymnasium Update (none)

**New Business:**

1. Lieutenant Piccolo (PBSO Report)

Lt. Piccolo announced in reference to yesterdays shooting leaving one (1) person deceased, I'm unable to provide any updates without jeopardizing an on-going investigation at this time. I can say that it wasn't a random act of violence. In the incident that happened with the elder woman being robbed, two (2) suspects were arrested. Next, on the armed robbery at the grocery store we are working very closely with the owners/manager. Lastly, in a small community I encourage you to know your deputies by names. We are a program called the Park Walk & Talk



Programs were deputies get out the vehicles and communicate with residents. The community is our eyes and ears out there. Please reach out to me, you all have my name and phone number.

Mayor Babb advised we haven't had a murder in some years.

**Citizens Comments:** *Ms. Tijauna Warner (City Clerk) announced all public comment cards.*

Mr. Lonnie B. Spry, Sr. thanks the City Manager for getting the job done about my complaints on the road, the job was well done. I have another complaint the garbage hasn't been picked up on our streets causing an over flow of garbage in our yards.

Mr. Williamson advised he'll look into that.

Mrs. Margaret Smart provided an update on shelter (Red Cross) at the Middle School and we know where everyone would be, if we had an emergency.

Mr. Jason Crawford advised yesterday there was some work at MLK Park and noticed it was a group from Christ Fellowship Church with kids doing community service projects. They were painting everything, which I appreciate. I feel that this is a slap in the face of the citizens of Pahokee because we have multiple afterschool programs in the City to not have them represent us out there.

**City Commission Comments:**

Vice Mayor Hill bids everyone good night.

Commissioner Walker asks the Deputy City Manager to highlight our visit to Fort Myers in reference to the water concerns.

Ms. Tammy Jackson-Moore (Deputy City Manager) advised the Tri-Cities organized this trip very quickly after learning of a letter that was sent to the Water Management District that was encouraging the District to purchase land both north and south of Lake Okeechobee to be utilized for storage and discontinue out post that cause contamination of water. We all know what happens when you start talking about purchasing land, we are talking about people being without jobs. That has happened in this area before and we saw a decline in the number of people that were actually employed. So, the Tri-Cities went to the board meeting to talk about this issue and we presented our arguments.

Commissioner Walker announced we don't have a principle at Pahokee High School now. So, if you know anyone who qualified please contact the school district. I am requesting that we do another Town Hall meeting before the November election. I would like to know the status on the MLK Park equipment.

Mr. Williamson responded we had a vendor come out and his quote was expensive, therefore we are getting other quotes.

Commissioner Walker announced we had a major pick-up Wednesday, but trash is right back out on Bacom Point Road and some of the other areas. We need to try to monitor those areas and try to resolve this.

Mr. Williamson replied what we did is put Code Enforcement back out there to put up warning signs.

Commissioner Walker suggested changing the date on trash pick-up.

Mr. Williamson advised we are looking at the contract to try and change some things.

Commissioner Walker thanks everyone for being here.

Commissioner Holmes advised we are going to have to shorten these meetings because we are going to lose our citizens. I am still concerned about annexation, this is something our citizens are asking about.

Mr. Williamson replied this information will be provided at the next meeting.

Commissioner Holmes bids everyone good night.

Commissioner Murvin advised that trash pick-up didn't come in her area and good night.

Mayor Babb announced Commissioner Holmes came to me and introduced me to individuals. So, we are working together and good night.

There being no further business to discuss, Mayor Babb adjourns the meeting at 9:10p.m.

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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk

# CONSENT AGENDA

## NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**RESOLUTION 2016 - 22**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE ELEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA.**

**WHEREAS**, this Eleventh Addendum to the Law Enforcement Service Agreement is made by and between the City of Pahokee and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida; and,

**WHEREAS**, the Parties wish to extend the contract term and set forth the consideration for the first year of the extended contract term; and,

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

- Section 1.** The attached Agreement is hereby approved.
- Section 2.** The Mayor is hereby authorized and directed to sign the agreement on behalf of the City of Pahokee.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of July, 2016.

ATTESTED:

\_\_\_\_\_  
Keith W. Babb, Jr., Mayor

\_\_\_\_\_  
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Gary M. Brandenburg, City Attorney

Mayor Babb \_\_\_\_\_  
Vice Mayor Hill \_\_\_\_\_  
Commissioner Holmes \_\_\_\_\_  
Commissioner Murvin \_\_\_\_\_  
Commissioner Walker \_\_\_\_\_

**ELEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT**  
**SHERIFF RIC L. BRADSHAW AND THE CITY OF PAHOKEE**

This Eleventh Addendum to the Law Enforcement Service Agreement is made by and between The City of Pahokee (hereinafter referred to as "City"), and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). The City and the Sheriff shall hereinafter be referred to as the "Parties."

**WHEREAS**, the Parties executed a Law Enforcement Service Agreement effective February 12, 2006, a First Addendum effective June 16, 2006, Second Addendum effective October 01, 2007, a Third Addendum effective October 01, 2008, a Fourth Addendum effective October 01, 2009, a Fifth Addendum effective October 01, 2010, a Sixth Addendum effective October 01, 2011, a Seventh Addendum effective October 01, 2012, an Eighth Addendum effective October 01, 2013, a Ninth Addendum effective October 01, 2014, and a Tenth Addendum effective October 01, 2015, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

**WHEREAS**, the Parties wish to extend the contract term and set forth the consideration for the first year of the extended contract term.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 12, Section 12.2 of the Law Enforcement Service Agreement, this Agreement shall be renewed and the contract term shall be extended through September 30, 2020, unless the Agreement is otherwise extended or terminated.
2. Article 6 Section 6.1 of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2016 through September 30, 2017, as follows: The total cost of personnel and equipment shall be \$538,161.00. Monthly payments shall be \$44,846.75.
3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed the Addendum to the Agreement as of the last date all signatures below are affixed.

**PALM BEACH COUNTY SHERIFF'S OFFICE**

**CITY OF PAHOKEE**

BY: \_\_\_\_\_  
Ric L. Bradshaw, Sheriff

BY: \_\_\_\_\_

Title: Sheriff

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
Antonio Araujo, Major

Attest: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION 2016 - 23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES.

WHEREAS, this Agreement is by and between the State of Florida, Department of State, Division of Historical Resources (Division) and the City of Pahokee (Grantee); and,

WHEREAS, the Grantee has been awarded a Small Matching Category Grant by the Division, grant number S1744 for the Project "City of Pahokee: Port Mayaca," in the amount of \$27,500; and,

WHEREAS, the Division enters this Agreement pursuant to Line Item 3073, contained in the FY 2016-2017 General Appropriations Act, HB 5001, Laws of Florida.

WHEREAS, the Division has the authority to administer this grant in accordance with Section 267.0617, Florida Statutes.

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

Section 1. The attached Agreement is hereby approved.

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

PASSED AND ADOPTED this 12<sup>th</sup> day of July, 2016.

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb
Vice Mayor Hill
Commissioner Holmes
Commissioner Murvin
Commissioner Walker

**AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
CITY OF PAHOKEE  
S1744**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of Pahokee hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Category Grant by the Division, grant number S1744 for the Project "City of Pahokee: Port Mayaca," in the amount of \$27,500 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3073, contained in the FY 2016-2017 General Appropriations Act, HB 5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "City of Pahokee: Port Mayaca," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

The grant funds will be used to hire a historian to conduct research and oral history interviews in order to produce a professional video documentary, enhanced website, and grant administration.

- b) The Grantee agrees to provide the following **Deliverables and Performance Measures** related to the Scope of Work for payments to be awarded.

**Payment 1:**

- The first payment will be a fixed price advance in the amount of 25 percent of the Grant Award Amount.

**Payment 2, Deliverable/Task 1:**

- Payment 2 will be fixed price in the amount of 25 percent of the Grant Award Amount. Provide documentation that the website hosting fee has been paid securing the site operation for one year. Provide a draft of the interview tool that will be utilized during this project and for future updates and provide a draft of the web-based survey content.

**Payment 3, Deliverable/Task 2:**

- Payment 3 will be fixed price in the amount of 25 percent of the Grant Award Amount. Provide a draft version of the video documentary and of website content derived from the web-based survey results.



Payment 4, Deliverable/Task 3:

- Payment 4 will be fixed price in the amount of 25 percent of the Grant Award Amount. Provide the finalized version of the video documentary and website content existing website. Provide link to the live website that shall contain the educational material produced as part of this grant.
- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2016-2017. The Budget provides details of how grant funds will be spent and all expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment B).

2. **Length of Agreement.** This Agreement shall begin on July 1, 2016, and shall end June 30, 2017, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Historical Resources:**

Drew Begley  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: (850) 245-6466  
Email: Drew.Begley@dos.myflorida.com

**For the Grantee:**

Contact: Tammy Jackson-Moore  
Address: 207 Begonia Dr. Pahokee, FL 33476  
Phone: (561) 924-5534 x. 2001  
Email: tjackson-moore@cityofpahokee.com

4. **Grant Payments.** Non-advance grant payments are requested by submitting the following:
- Grant Funds Expenditure Log demonstrating appropriate use of state funds
  - Documentation that the deliverable has been completed

- Payment Request form

The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

- a) The first payment will be a 25 percent advance of the Grant Award Amount.
  - b) The second payment will be 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
  - c) The third payment will be 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
  - d) The fourth payment will be 25 percent of the Grant Award Amount. Payment will be made in accordance with the completion of the Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check payment status.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division with the executed Agreement.**
7. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a Contract Amendment form with the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the Grant Award Amount is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The Contract Amendment Request form is available on the Division's website at <http://www.dos.myflorida.com/historical/grants/forms>.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
- a. The full amount of the first payment (fixed price advance in the amount of 25 percent of the grant award) will be returned to the State of Florida if any Deliverable (Deliverable 1, 2, or 3) is not satisfactorily completed.

- b. Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
- c. Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.
- d. Fourth payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds. If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the Fourth Payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

**9. Additional Special Conditions.**

Community Educational Projects.

- a) Copyright and Royalties: When publications, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
- b) The Grantee shall submit community education project proposals, including specifications, to the Department for review and approval prior to the execution of any contracts.

**10. Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida."
- b) Any variation in the above specifications must receive prior approval in writing by the Department. The cost of preparation and erection of the Project identification sign are

allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

- c) A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

**11. Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, 2016, except as allowed below.

- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.
- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

**12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. The project Progress Report shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. The project Progress Report form is available on the Division's website at <http://dos.myflorida.com/historical/grants/forms>.

- a) **First Project Progress Report** is due by October 31, 2016, for the period ending September 30, 2016.
- b) **Second Project Progress Report** is due by January 31, 2017, for the period ending December 31, 2016.
- c) **Third Project Progress Report** is due by April 30, 2017, for the period ending March 31, 2017.
- d) **Final Report.** The Grantee must submit a Final Report to the Division by July 30, 2017 for the period ending June 30, 2017.

**13. Matching Funds.** The grantee is required to provide a 100 percent match of the required match, a minimum 25 percent of the match must be a cash match. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. Applicants for projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, may request a waiver for the match amount. Additionally, Certified Local Government (CLG)

projects, Main Street Start-Up Projects and Special Statewide Solicitation Projects do not require a match.

**14. Grant Completion Deadline.** The grant completion deadline is June 30, 2016. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed thirty (30) days, unless the Grantee can demonstrate extenuating circumstances as described in Section 15 of this Agreement.

**15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed thirty (30) days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

**16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

- a) Expenditures for work not included in the Scope of Work;
- b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Agreement;
- c) Expenses incurred or obligated prior to or after the Grant Period;
- d) Expenditures for work not consistent with the applicable historic preservation standards (see the Guidelines, which are available from the Division at <http://www.dos.myflorida.com/historical/grants/>);
- e) Expenditures for furniture and equipment, unless specifically authorized as a part of a grant project;
- f) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;
- g) Private entertainment, food, beverages, plaques, awards, or gifts;
- h) Costs of value donations or In-kind Contribution not documented in accordance with the provisions of the Agreement;
- i) Indirect costs;

- j) Project Administrative Expenditures, whether grant expenditures or match contributions, which in aggregate must not exceed 10 percent of the Grant Award Amount;
- k) Costs for projects having as their primary purpose the fulfillment of federal or state historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended through 2006, or under Section 267.031, F.S.;
- l) Projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, handicap, or marital status;
- m) Grantee operational support (i.e., organization salaries not related to grant activities, travel, supplies);
- n) Vehicular circulation (drives) and parking (except for provision of code-required handicapped parking pad);
- o) Sidewalks, landscape features, planting, irrigation systems and site lighting (except for sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site lighting required for security, if included in the Scope of Work);
- p) Capital improvements to non-historic properties (except as approved for Museum Exhibit projects);
- q) Capital improvements to the interior of religious properties (except for repairs to primary elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs);
- r) Code-required accessibility improvements for religious properties;
- s) Insurance costs (except for costs for builder's risk, workers compensation and contractor's liability insurance); and
- t) Purchase of equipment (other than equipment incorporated as capital improvements into a historic building during restoration or rehabilitation, and equipment required for a museum exhibit). If special equipment is required for completion of the Project and said equipment is included in the Scope of Work for the Project as an eligible grant expense, it shall be rented for the grant term. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region.

**17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

**18. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the

following address: Florida Department of State, Attention: Dr. Yasha Rodríguez, Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment C for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
24. **Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Historical Resources grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.

**25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

**26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the



necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint ventures, or partners of the Division.

**29. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

**31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

**32. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

**33. Termination of Agreement.**

- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
- b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the cause of partial terminations, the portion to be terminated.
- c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

**34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

**35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

**36. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

**37. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.

**38. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.

**39. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

**40. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

**41. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.

**42. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**43. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Project Description (Attachment A)
- c) Estimated Project Budget (Attachment B)

d) Single Audit Act Requirements and Exhibit I (Attachment C)

**In acknowledgment of this grant, provided from funds appropriated in the FY 2016-2017 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.**

Department of State:

By:

\_\_\_\_\_  
Dr. Timothy Parsons, Division Director

\_\_\_\_\_  
Date

Grantee:

By:

\_\_\_\_\_  
Authorizing Official for the Grantee

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

## ATTACHMENT A

### **Project Description**

The grant funds will be used to hire a historian to conduct research and interviews in order to produce a professional 20 minute video documentary that will feature oral histories from the remaining survivors of the 1928 Okeechobee Hurricane that claimed the lives of many, including about 1,600 people in Port Mayaca. Also, the grant will serve to enhance the website, and for grant administration.

## ATTACHMENT B

### Estimated Project Budget

Budget Item Number	Description	Grant Amount	Cash Match	In-Kind Match	Subtotal
1	Professional Historian	\$5,000	\$0	\$0	\$5,000
2	Video Production	\$15,000	\$0	\$0	\$15,000
3	Website Enhancement	\$5,000	\$0	\$0	\$5,000
4	Grant Administration	\$2,500	\$0	\$0	\$2,500
5	Sign acknowledging grant funds				
	<b>Total</b>	<b>\$27,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,500</b>

## ATTACHMENT C

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

The administration of resources awarded by the Department of State to the Recipient may be subject to audits and/or monitoring by the Department of State, as described in this section.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of State staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance



with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than Federal entities).

## **PART II: STATE FUNDED**

This part is applicable if the Recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
[www.fldfs.com/](http://www.fldfs.com/)

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) [www.leg.state.fl.us/](http://www.leg.state.fl.us/)

### **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Department of State  
Division of Elections  
R.A. Gray Building, Ste 316  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State  
Division of Elections  
R.A. Gray Building, Ste 316

500 S. Bronough St.  
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Department of State  
Division of Elections  
R.A. Gray Building, Ste 316  
500 S. Bronough St.  
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

**EXHIBIT – 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not Applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable.

State resources awarded to the recipient pursuant to this agreement consist of the following:

\$27,500

**Matching resources for federal programs:**

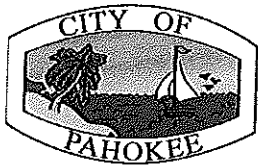
Not Applicable.

**Subject to section 215.97, Florida Statutes:**

Florida Department of State Grant, CSFA Number 45.031

**Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:**

As contained in the Compliance Supplement to CSFA Number 45.031



207 Begonia Dr.  
Pahokee, FL 33476  
Phone: (561) 924-5534  
Fax: (561) 924-8140

[www.cityofpahokee.com](http://www.cityofpahokee.com)

# City of Pahokee

Office of the City Clerk

## MEMORANDUM

TO: Mayor & Commissioners  
FROM: Tijauna Warner, City Clerk  
DATE: July 7, 2016  
SUBJECT: City Board Appointments

### COMMISSIONERS

**Keith W. Babb Jr.**  
MAYOR

**Felisia C. Hill**  
VICE MAYOR

**Nathaniel Holmes**  
COMMISSIONER

**Clara Murvin**  
COMMISSIONER

**Diane L. Walker**  
COMMISSIONER

### ADMINISTRATION

**Chandler Williamson**  
CITY MANAGER

**Tammy Jackson-Moore**  
DEPUTY CITY MANAGER

**Tijauna Warner**  
CITY CLERK

**Gary Brandenburg**  
CITY ATTORNEY

The City of Pahokee has nine (9) boards and I am providing a brief synopsis about each board.

The Code Enforcement Advisory Board is currently inactive.

The Community Relations Board is currently inactive.

The Economic Development Board is currently inactive.

Pahokee Housing Authority Board has five (5) active members.

Zoning Adjustment & Planning Board has four (4) active members and one (1) additional member is needed.

The Beautification Advisory Board is inactive.

The Education Advisory Board is inactive.

The Parks and Recreation Advisory Board is inactive.

The Nuisance Abatement Board is inactive.

The below names have submitted applications for boards:

- Deborah R. Abner – Code Enforcement Advisory Board, Economic Development Board, & Community Relations Board
- Patricia Wilson – Community Relations Board and Code Enforcement Board
- Annie Coore – Community Relations Board
- Sanquetta Cowan – Economic Development Board, Pahokee Housing Authority Board, Community Relations Board, Nuisance Abatement Board, Education Advisory Board
- Thomas Murvin – Community Relations Board
- Lettie Cannon – Economic Development Board and Community Relations Board
- Regina Bohlen – Economic Development Board
- Antameka Jackson – Economic Development Board and Community Relations Board
- Colin Walkes – Economic Development Board and Community Relations Board