



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, August 22, 2017 6:00 p.m.

360 E. Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the August 22, 2017 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, AUGUST 22, 2017 6:30 P.M.

- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
 - 1. **July 25, 2017 Regular Scheduled Commission Meeting**
 - 2. **August 8, 2017 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
- H. ORDINANCE:
 - 1. **ORDINANCE 2017 - 07 (first reading) AN ORDINANCE OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING A BAN ON MEDICAL MARIJUANA TREATMENT DISPENSARY FACILITIES, AS FURTHER DEFINED HEREIN; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (requested addition)**
- I. RESOLUTIONS:
 - 1. **RESOLUTION 2017 - 18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR CODE ENFORCEMENT ACTIVITIES. (requested addition)**
 - 2. **RESOLUTION 2017 - 19 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE TWELFTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND RIC L. BRADSHAW, SHERIFF OF PALM BEACH COUNTY, FLORIDA. (requested addition)**
 - 3. **RESOLUTION 2017 - 20 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE RELEASE OF LIEN ON LOT 24, LAKE PARK (TOWN OF PAHOKEE). (requested addition)**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
 - 1. **Al'Niyah Hart**
 - 2. **Ayanna Bryant**
 - 3. **Jamaria Richardson**
 - 4. **Jordan Johnson**
 - 5. **Diamond Moreland (requested addition)**
 - 6. **Lisa Wilson (behalf of Commissioner McKinlay) (requested addition)**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
- P. OLD BUSINESS:

- Q. NEW BUSINESS:
 - 1. **Lieutenant Picciolo (PBSO Report)**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:

NOTICE



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, August 22, 2017 6:00 p.m.

360 E. Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held to discuss the August 22, 2017 Agenda.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

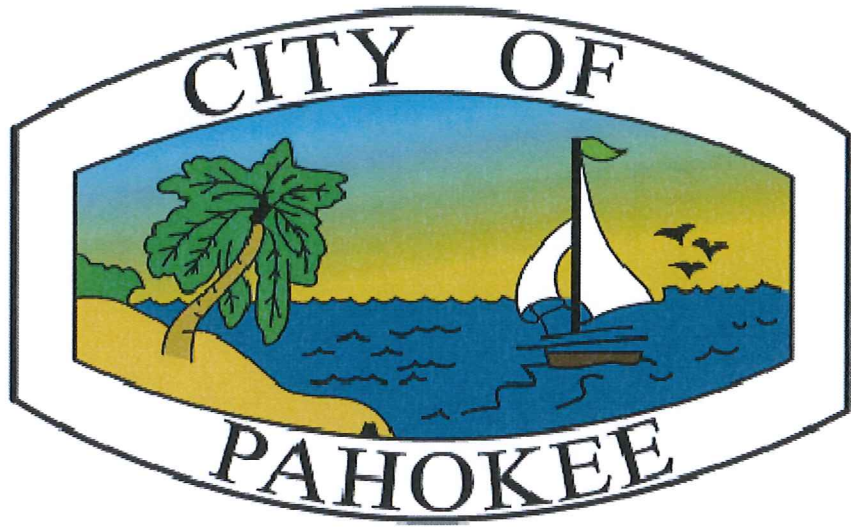
E. ADJOURN



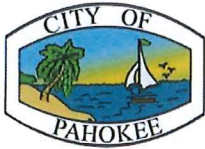
AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING
TUESDAY, AUGUST 22, 2017 6:30 P.M.

- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
 - 1. **July 25, 2017 Regular Scheduled Commission Meeting**
 - 2. **August 8, 2017 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
 - 1. **Al'Niyah Hart**
 - 2. **Ayanna Bryant**
 - 3. **Jamaria Richardson**
 - 4. **Jordan Johnson**
 - 5. **Diamond Moreland**
- M. REPORT OF THE MAYOR:
- N. REPORT OF THE CITY MANAGER:
- O. REPORT OF THE CITY ATTORNEY:
- P. OLD BUSINESS:
- Q. NEW BUSINESS:
 - 1. **Lieutenant Picciolo (PBSO Report)**
- R. CITIZEN COMMENTS / GENERAL CONCERNS:
- S. CORRESPONDENCE /COMMENTS AND CONCERNS OF THE CITY COMMISSIONERS:
- T. ADJOURN:



MINUTES



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING MINUTES
Tuesday, July 25, 2017**

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 July 25, 2017.

The meeting was called to order by Mayor Babb at 6:30.m.

Official attendance was recorded as follows:

Roll Call:	Mayor Keith W. Babb, Jr.	Present
	Vice Mayor Nathaniel Holmes	Present
	Commissioner Felisia Hill	Present
	Commissioner Clara Murvin	Present
	Commissioner Diane Walker	Present (via phone)
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Deputy W. Feaman	Present
	City Clerk Tijauna Warner	Present

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added Ordinance 2017-06 to H1 and Resolution 2017-14 to I1. Commission Murvin added Miller Group to L4.

Approval of the Agenda with additions.

Motion by Commissioner Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

Citizen Comments (Agenda Items Only): (none)

Public Service Announcements: (none)

Approval of Minutes: (none)

Consent Agenda: (none)

Ordinances:

Mr. Brandenburg reads Ordinance 2017 – 06 into the records.

1. **ORDINANCE 2017 – 06 (first reading) AN ORDINANCE OF THE CITY OF PAHOKEE AMENDING ORDINANCE 2019-02 TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; PROVIDING FOR APPLICABILITY, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.**

Approval of Ordinance 2017 – 06.

Motion by Commissioner Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

Resolutions:

Mr. Brandenburg reads Resolution 2017-14 into the record.

1. **RESOLUTION 2017 – 14 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR COUNTY FOR COMMUNITY BASED AGENCIES.**

Approval of Resolution 2017 - 14.

Motion by Commissioner Hill. Seconded by Commissioner Murvin.

Motion carried unanimously.

Public Hearings:

Mr. Brandenburg reads Ordinance 2017 – 05 into the records.

1. **ORDINANCE 2017 – 05 (second reading) AN ORDINANCE OF THE CITY OF PAHOKEE SETTING FORTH THE QUALIFYING PERIOD FOR MUNICIPAL ELECTIONS, ESTABLISHING A CANVASSING BOARD, PROVIDING FOR AMENDMENT, EFFECTIVE DATE, REPEAL OF LAWS IN CONFLICT, SEVERABILITY, CODIFICATION.**

Public Hearing Opens 6:58pm.

Public Hearing Closed 6:59pm.

Approval of Ordinance 2017 – 05.

Motion by Commissioner Murvin. Seconded by Vice Mayor Holmes.

Motion carried unanimously.

Vice Mayor Holmes excused from the City Commission Meeting.

Proclamations: (none)

Presentations:

1. **James Scott (Mayor's Gold Nail & Hammer Award)**

Mayor Babb announced James Scott (not present) as Awardee.

2. **Veronica Young (Yard of the Month)**

Mayor Babb announced Veronica Young (not present) as Awardee.

3. **Dollar General**

Commissioner Hill presented a certificate to Dollar General for Business of Month.

4. **TUI**

Commissioner Murvin presented a certificate to TUI (not present) for Business of the Month.

Report of the Mayor:

Mayor Babb announced the City of Pahokee Back to School Bash scheduled Saturday, July 29, 2017 at 10:00am and asked residents to please attend. Thanks staff for working so hard packing the students backpacks.

Report of the City Manager:

Regular Scheduled Commission Meeting – July 25, 2017

Mr. Williamson announced the Marathon Gas Station has completed their updates and plan on doing a grand opening. Marathon plans on increase their hours of operations and hiring additional staff. We have some construction projects on Barfield Highway and Barack Obama which is the County working on sewer and water. Legislative funding for 2018 is in process and a list will be provided to the Commission.

Mayor Babb requested we draft a letter to legislation thanking them for their assistance.

Report of the City Attorney: *(none)*

Mr. Robert Miller Sr. presented Millers Group to the City Commission.

- Millers Group has experience with managing restaurants and we would like to have a hotel on the Marina. We would like to see Pahokee progress with businesses (such as shopping centers and more).

(Portion Inaudible)

Mr. Robert Miller Jr. presented restaurant information to the City Commission.

- Mr. Miller advised he's a chef and he likes to use local ingredients while preparing his dish. We will try to make it an affordable meal for everyone. We try using only fresh produce and local markets or farmers. Hopefully, we can get it together. We will talk to you to see what you like or don't like as well as entertainment.

Old Business: *(none)*

New Business:

1. **Deputy W. Feaman (PBSO Report)** *(none)*

Citizens Comments:

Mr. Mike Hughes expressed concerns with no being able to open his tattoo parlor in a certain location.

Mr. Brandenburg advised Mr. Hughes to complete an application and site plans to go before Planning & Zoning Board for approval.

City Commission Comments:

Commissioner Hill thanks everyone and expressed thanks for all of the positive feedback from everyone.

Commissioner Murvin advised she hoped that we can start new and support the Millers Group.

Approval of Expediting the Negotiation with Millers Group.

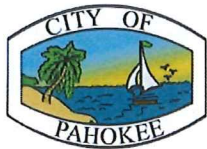
Motion by Commissioner Murvin. Seconded by Commissioner Hill.

Motion carried (4) aye; (1) absent. (Holmes absent)

There being no further business to discuss, Mayor Babb adjourns the meeting at 7:38 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, City Clerk



**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING MINUTES
Tuesday, August 8, 2017**

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 August 8, 2017.

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

Official attendance was recorded as follows:

Roll Call:	Mayor Keith W. Babb, Jr.	Present
	Vice Mayor Nathaniel Holmes	Present
	Commissioner Felisia Hill	Present
	Commissioner Clara Murvin	Present
	Commissioner Diane Walker	Present
	City Manager Chandler Williamson	Present
	City Attorney Gary Brandenburg	Present
	Sergeant At Arms Lt. Picciolo	Present
	City Clerk Tijauna Warner	Present

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson added Resolution 2017-15 to I1, Resolution 2017-16 to I2, Resolution 2017-17 to I3, and PBSO Certificate to L4.

Approval of the Agenda with additions.

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

Citizen Comments (Agenda Items Only): (none)

Public Service Announcements: (none)

Approval of Minutes:

1. June 27, 2017 Regular Scheduled Commission Meeting

Approval of June 27, 2017 Regular Scheduled Commission Meeting.

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

2. July 11, 2017 Regular Scheduled Commission Meeting

Approval of July 11, 2017 Regular Scheduled Commission Meeting.

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

Consent Agenda: (none)

Ordinances: (none)

Resolutions:

Mr. Brandenburg reads Resolution 2017-15 into the record.

1. RESOLUTION 2017 – 15 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR COUNTY FOR COMMUNITY BASED AGENCIES.

Approval of Resolution 2017 - 15.

Motion by Commissioner Murvin. Seconded by Commissioner Hill.

Motion carried (3) aye; (2) nays (Walker, Holmes).

Mr. Brandenburg reads Resolution 2017-16 into the record.

1. RESOLUTION 2017 – 16 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR COUNTY FOR COMMUNITY BASED AGENCIES.

Approval of Resolution 2017 - 16.

Motion by Commissioner Murvin. Seconded by Commissioner Hill.

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

Mr. Brandenburg reads Resolution 2017-17 into the record.

1. RESOLUTION 2017 – 17 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR COUNTY FOR COMMUNITY BASED AGENCIES.

Approval of Resolution 2017 - 17.

Motion by Commissioner Hill. Seconded by Commissioner Murvin.

Motion carried unanimously.

Public Hearings:

Mr. Brandenburg reads Ordinance 2017 – 06 into the records.

1. ORDINANCE 2017 – 06 (first reading) AN ORDINANCE OF THE CITY OF PAHOKEE AMENDING ORDINANCE 2019-02 TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; PROVIDING FOR APPLICABILITY, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

Public Hearing Opens 6:50pm.

Public Hearing Closed 6:51pm.

Approval of Ordinance 2017 – 06.

Motion by Commissioner Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

Proclamations: (none)

Presentations:

1. **Dem Muck Boyz RC**

Mayor Babb present a certificate to Dem Muck Boyz RC for participating in the Annual Putting Kids First Back to School Bash.

2. **Kappa Alpha Psi Fraternity, Inc.**

Commissioner Murvin present a certificate to Kappa Alpha Psi Fraternity, Inc. for participating in the Annual Putting Kids First Back to School Bash.

3. **Palm Beach County Fire Rescue**

Mayor Babb present a certificate to Palm Beach County Fire Rescue for participating in the Annual Putting Kids First Back to School Bash.

4. **PBSO**

Commissioner Hill present a certificate to Palm Beach County Sheriff Office for participating in the Annual Putting Kids First Back to School Bash.

Report of the Mayor:

Mayor Babb expressed great thanks to the staff for the Back to School Bash and gave a brief description. Also, announced and invited everyone to come out and support the elementary schools with high fives on their first day of school. Mayor Babb recognized the City of Pahokee Girls Track Team on their win of the 4 x 100 gold metal and requested staff to host a reception in honor of the girls at the Marina.

Approval of Staff hosting a Reception in Honor of the Young Ladies from the City of Pahokee Track Team.
Motion by Commissioner Murvin. Seconded by Commissioner Hill.
Motion carried unanimously.

Mayor Babb requested the Commission to give staff authorization to work with the Cemetery Board to establish Port Mayaca Cemetery as a national landmark.

Approval of Staff establishing Port Mayaca Cemetery as a National Landmark.
Motion by Commissioner Murvin. Seconded by Commissioner Hill.
Motion carried unanimously.

Report of the City Manager:

Mr. Williamson thanks everyone for coming out to the meeting. He advised the City was awarded \$27,000 for the 1928 Storm and have established a documentary which is great and it's going on the City's website as well as facebook page. Also, requested that everyone come out and take a look at the Marathon and attend their grand opening with giveaways.

Report of the City Attorney: (none)

Old Business: (none)

New Business:

1. **Lt. Picciolo (PBSO Report)**

Lt. Picciolo announced the crime rate has gone down in the City of Pahokee.

Citizens Comments:

Mr. Mike Hughes expressed concerns with no being able to open a tattoo parlor in a certain location and the City Manager returning his call telling to him to open on Rardin Avenue and South Lake Avenue. He heard Robert Miller said if he came out to Pahokee and open a tattoo parlor they would back out of their deal. He advised this is a biker town and he will bring revenue to this town. Mr. Hughes advised he would like this issues addressed and he will be filing a lawsuit.

Mr. Brandenburg explained that the City Manager and staff didn't favor that location and advised Mr. Hughes to complete an application to go before Planning & Zoning Board for a Site Plan Review for approval (which can cost up to \$4,000). Mr. Brandenburg advised the City Manager expressed the City will not support it, but he is fully allowed to do so.

Vice Mayor Holmes inquired what is the problem, 80% of the population have tattoos. It is sad that you are discriminating against this business. I want to know if it's true that you said if the tattoo business comes here the restaurant won't come here. Is that true? When someone comes to the dais we have to stop putting it in the hands of this City Manager and make decisions or respond. Who want to put a business on Rardin? I wouldn't put a business on Rardin.

Commissioner Hill inquired even if he decided to open on Main Street, he couldn't do it.

Mr. Brandenburg replied he didn't make the recommendation, it's up to the City Manager.

Mayor Babb advised the City Manager can make a recommendation, but we can vote on it in some cases. Also, requested reviewing those codes to make them more business friendly, so the business can grow.

Commissioner Hill advised she can feel his frustration and she has a business on Rardin so she know how it is. Has anyone reached out to him in reference to another location besides Rardin? A lot of people have tattoos and we have all type of businesses here. Somethings going on and it's not right.

Commissioner Murvin advised she feel Mikes pain. He's come here three times and four times, let's do something.

Mayor Babb asked the City Manager to look into the possibility of locating a spot for this tattoo parlor and maybe look at amending an ordinance to make it a little easier to open businesses in Pahokee.

Vice Mayor Holmes responded the City Manager don't have a right to tell this individual that we don't want your business.

Crystal Bruce inquired was he really being prevented from opening a tattoo shop. Also, advised Mayor Babb have a daughter that runs a shop out of her home which is illegal and it's double standards.

Ms. Pearl Freeman advised she was left on the bus for about an hour locked on the bus and locked in the gate. She advised she reported it and haven't heard anything from the City Manager.

Mayor Babb replied the City Manager will give you the outcome of that situation and we are going to make sure someone come give you some information.

Mr. Williamson advised I will follow-up with her.

Ms. Pearl Freeman advised it's been two weeks and she hasn't heard anything yet.

City Commission Comments:

Commissioner Hill none.

Commissioner Walker none.

Vice Mayor Holmes advised we need to stop this City Manager or get rid of him. People want me to speak out and keep doing what I am doing. He advised he said he was going to try to work with real hard you (Mayor Babb), you made it so difficult for me. Also, the coaches would like to use the Marina room for a meet and greet at 7:00pm.

Mr. Williamson advised they have to come to City Hall to rent the facility by making a formal request.

Vice Mayor Holmes announced he's excited about the restaurant and we have to work together. We have citizen that can't get in touch with the City Manager and he can't call them back. This is not what we hired him for and we are the top and have to do something.

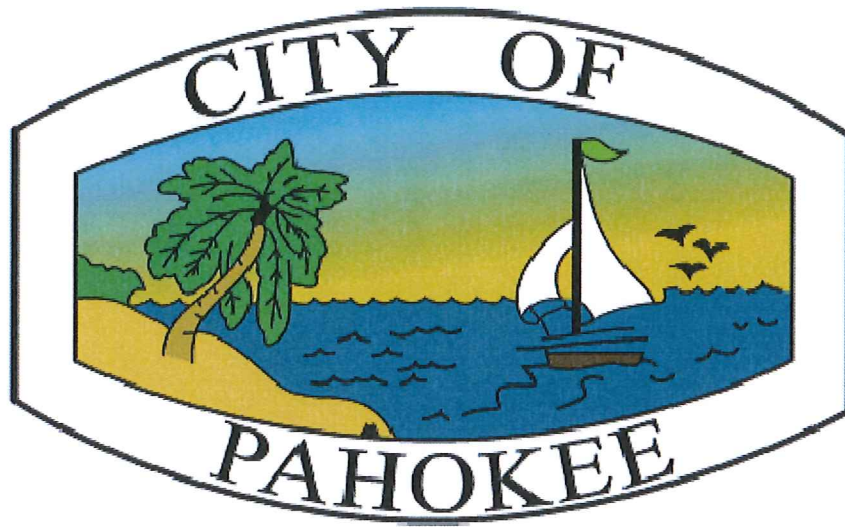
Commissioner Murvin inquired an update on the Senior Ball.

Mr. Williamson replied we are going to support it, but we don't have any information on it.

There being no further business to discuss, Mayor Babb adjourns the meeting at 7:38 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Tijauna Warner, City Clerk



ORDINANCES

ORDINANCE NO. 2017-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ESTABLISHING A BAN ON MEDICAL MARIJUANA TREATMENT DISPENSARY FACILITIES, AS FURTHER DEFINED HEREIN; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2014, the Florida Legislature enacted a law legalizing low-THC medical cannabis in Florida; and

WHEREAS, in 2016, the Florida Legislature expanded the law to legalize medical cannabis in Florida; and

WHEREAS, future constitutional amendments and legislation may further define the legal use of cannabis in Florida; and

WHEREAS, a State licensing and regulatory framework for the cultivation, processing, and dispensing of cannabis has been adopted by the Legislature; and

WHEREAS, Chapter 2017-232, SB8A, signed by the Governor on June 23, 2017, provides some guidelines for municipalities in considering the appropriate zoning for dispensary facilities; and

WHEREAS, the dispensing of cannabis is currently illegal under federal law and the United States Drug Enforcement Agency has recently confirmed that cannabis remains a Schedule I drug under federal law, but the United States Department of Justice's position on federal enforcement of such laws with respect to state regulated cannabis operations remains unclear; and

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the distribution of cannabis potentially include: offensive odors, trespassing, theft, fire hazards, increased crime in and about the dispensary, robberies, negative impacts on nearby businesses, nuisance problems, and increased DUI incidents; and

WHEREAS, some of the adverse impacts are accentuated by the current difficulties experienced by cannabis businesses in obtaining banking services necessitating such businesses to operate on a cash basis; and

WHEREAS, there exists the potential for misappropriation of medical cannabis to non-medical users; and

WHEREAS, the law relating to the cultivation, production, and dispensing of cannabis products is rapidly changing; and

WHEREAS, the purpose of this ordinance is to ban the opening of medical marijuana treatment centers dispensary facilities; and

WHEREAS, the City hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated negative secondary effects of cannabis dispensing facilities; and

WHEREAS, the City hereby finds that this ordinance is the best interest of the public health, safety, and welfare.

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

SECTION 1. Purpose and Intent.

The purpose of this Ordinance is to provide the City of Pahokee, Florida, with the opportunity to review the impact of recent changes in law, Constitutional amendments, as well as the impact of cannabis dispensing in other jurisdictions, and determine if such dispensing should be permitted and regulated in the City of Pahokee.

SECTION 2. Definitions.

(1) The following words or phrases when used in this Ordinance, shall have the means ascribed to them in this Ordinance:

a. **Cannabis (Marijuana)** means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plants or its seeds or resin.

b. **Cannabis Dispensing Business or Business** shall mean a business location offering cannabis for retail sale pursuant to a license to dispense cannabis issued under applicable law, including medical marijuana treatment center dispensary facilities.

c. **Chapter 2017-232** shall mean the 2017 Senate Bill 8-A, as signed by the Governor on June 23, 2017.

d. **State** shall mean the State of Florida.

e. **City** shall mean the municipal limits of the City of Pahokee, Florida.

(2) In addition to the definitions contained in Subsection (1), other terms used in this Ordinance shall have the meaning ascribed to them in Chapter 2017-232, Florida Law, and are incorporated into this Ordinance by this reference.

SECTION 3. Moratorium.

Beginning on the effective date of this Ordinance, a ban is hereby imposed on Cannabis Dispensing Businesses in the City of Pahokee

(1) It is unlawful and a violation of this ordinance for any person or entity to open or cause to be opened any medical marijuana treatment center Cannabis Dispensing Business within the City of Pahokee.

(2) The City shall not accept, process or approve any application for business tax receipts, licenses, building permits, land use permits, or any development permits concerning or related to a medical marijuana treatment center Cannabis Dispensing Business.

(3) This ordinance will be revisited each year.

SECTION 4. Penalties. Any person or entity who violates any provision of this ordinance or who fails to comply therewith, or with any of the requirements thereof, shall be fined in an amount not exceeding five hundred dollars (\$500.00) per violation, per day, or be imprisoned for a period of time not to exceed sixty (60) days.

SECTION 5. Conflict and Severability. In this event this Ordinance conflicts with any other ordinance of the City of Pahokee or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provision.

SECTION 6. Inclusion in the Code of Ordinances. The provisions of these ordinance shall become and be made a part of the City Code of Ordinances and the sections of these ordinances may be renumbered and codified to accomplish this end.

SECTION 7. Effective Date. That this ordinance shall become effective immediately upon its passage on second and final reading.

PASSED on first reading by the City Commission on _____, 2017.

PASSED AND ADOPTED on second and final reading by the City Commission on _____, 2017.

ATTEST:

CITY OF PAHOKEE, FLORIDA

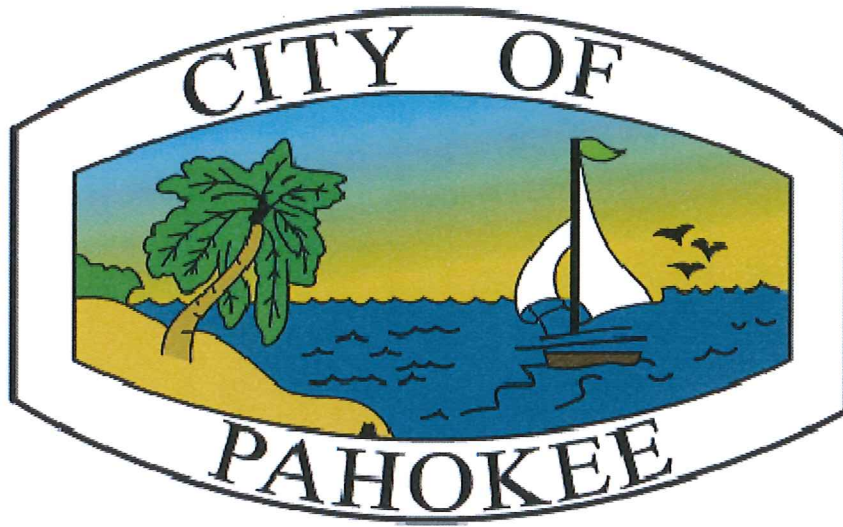
Tijauna Warner, City Clerk

Keith W. Babb, Jr, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney



RESOLUTIONS

RESOLUTION 2017 - 18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR CODE ENFORCEMENT ACTIVITIES.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a CDBG Program in certain areas of Palm Beach County, pursuant to Title 1 of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County made \$45,544 in CDBG funds available to the City of Pahokee to provide services to low or moderate income property owners within its Municipal boundaries by funding code enforcement services to enforce applicable housing and codes; and

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

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

Section 1. The attached Agreement is hereby approved.

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

PASSED AND ADOPTED this 22nd day of August, 2017.

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

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

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

THE CITY OF PAHOKEE

THIS AGREEMENT, entered into on _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the **City of Pahokee**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **207 Begonia Drive, Pahokee, FL 33476**.

WHEREAS, **Palm Beach County** has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a CDBG Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, **Palm Beach County** made **\$40,544** in CDBG funds available to the **City of Pahokee** to provide services to low and moderate income property owners within its Municipal boundaries by funding code enforcement services to enforce applicable housing and building codes.

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

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

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (C) "HES" means Palm Beach County Dept. of Housing & Economic Sustainability.
- (D) "Municipality" means the **City of Pahokee**
- (E) "HES Approval" means the written approval of the HES Director or designee.
- (F) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (G) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Exhibit A of this Agreement. At least fifty one percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Municipality shall provide code enforcement services. These activities are determined to be **Rehabilitation and Preservation Activities – Code Enforcement**, under 24 Code of Federal Regulations (CFR) 570.202(c). The Parties acknowledge that the eligible activities carried out under this Agreement will meet a CDBG Program National Objective by benefitting **Low- and Moderate Income Persons on an Area-Wide Basis**, as described in the scope of work in Exhibit "A", and as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **SCOPE OF SERVICES**

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

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **FORTY THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS (\$40,544)** for the period of October 1, 2017 through September 30, 2018. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-17-UC-12-0004. The effective date shall be October 1, 2017 and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by September 30, 2018.

8. **METHOD OF PAYMENT**

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

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

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in HES Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HES. No reimbursements will be made without evidence of appropriate insurance required by

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

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

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial system analysis or an audit of the Municipality or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Municipality to fiscally manage the project in accordance with Federal, State and County requirements.

(C) SUBCONTRACTS

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

(D) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, as well as 2 CFR 200.501 through 200.507, which are incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL HES, COUNTY, AND U.S. HUD REQUIREMENTS

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

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

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

(H) PROGRAM-GENERATED INCOME

The Municipality shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200.501 through 200.507 and other applicable regulations incorporated herein by reference. All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on a monthly basis.

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

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

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

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

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

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in its Annual Consolidated Plan approved by U.S. HUD.

12. PROJECT BENEFICIARIES

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

13. **EVALUATION AND MONITORING**

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

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

14. **AUDITS AND INSPECTIONS**

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

If during the year, the Municipality expends over \$750,000 of Federal awards, the Municipality shall comply with the provision of 2 CFR 200. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of 2 CFR 200.501 through 200.507 and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HES-administered funds were expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under 2 CFR 200, the Municipality will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by 2 CFR 200. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

15. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

16. **REVERSION OF ASSETS**

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration or early termination which was acquired or improved, in whole or part, with CDBG funds in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a minimum of five (5) years after expiration of the Agreement, or, the Municipality shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition and/or improvement to the property.

17. **DATA BECOMES COUNTY PROPERTY**

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

18. **INDEMNIFICATION**

The Municipality shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Municipality. Municipality's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Municipality will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Municipality.

19. **INSURANCE**

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

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

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

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

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

20. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

21. CONFLICT OF INTEREST

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

22.. CITIZEN PARTICIPATION

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

23. RECOGNITION

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

24. AGREEMENT DOCUMENTS

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

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200.501 through 200.507
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Municipality's Personnel Policies and Job descriptions;
- (K) The Municipality's Articles of Incorporation and Bylaws;
- (L) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

25. REDUCTION IN FUNDING

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

26. TERMINATION AND SUSPENSION

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

27. SEVERABILITY OF PROVISIONS

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

28. AMENDMENTS

The County or the Municipality may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners, and signed by both parties.

29. PROJECT REPRESENTATIVE

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

30. INDEPENDENT AGENT AND EMPLOYEES

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

31. **NO FORFEITURE**
The rights of the County or the Municipality under this Agreement shall be cumulative and failure on the part of the County or the Municipality to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.
32. **PUBLIC ENTITY CRIMES**
As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
33. **DRUG - FREE WORKPLACE**
The Municipality shall provide a drug and alcohol free environment by developing policies for and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.
34. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**
Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
35. **EXCLUSION OF THIRD PARTY BENEFICIARIES**
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.
36. **SOURCE OF FUNDING**
This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.
37. **REMEDIES**
This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
38. **INCORPORATION BE REFERENCE**
Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.
39. **PUBLIC RECORDS**
Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the MUNICIPALITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the MUNICIPALITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The MUNICIPALITY is specifically required to:

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

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

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

40. COUNTERPARTS OF THIS AGREEMENT

This Agreement, consisting of eighteen (18) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and will constitute one and the same instrument.

41. ENTIRE UNDERSTANDING

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

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

(MUNICIPAL SEAL)

THE CITY OF PAHOKEE

By: _____
Keith Babb, Jr., Mayor

By: _____
Chandler Williamson, City Manager

(COUNTY SEAL BELOW)

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

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

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

By: _____
James Brako
Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"WORK PROGRAM NARRATIVE

1. THE MUNICIPALITY AGREES TO:

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

As a prerequisite to submitting reimbursement requests to HES, the Municipality shall submit the following documents:

- Documentation demonstrating that the position of the Clerk (if such position was filled as a new position as a result of this Agreement) was competitively solicited prior to the Clerk's appointment to the position, and demonstrate that the opening for this position was advertised in a public forum in order to elicit applications from all prospective applicants.
 - Documentation showing the annual or hourly salary paid for the position of the Clerk.
 - Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individual is entitled).
 - List of all paid holidays.
- C. **REPORTS:** The Municipality shall maintain and submit to HES the following reports:
- (1) **Daily Activity Record** (attached as Exhibit "C" and incorporated by reference) shall be submitted to HES by the 10th day of each month, and shall document the actual number and description of the code enforcement activities performed. These activities shall be performed within the CDBG Target Area which is defined as all land with the legal boundaries of the Municipality.
- (2) **Detailed Monthly Narrative Report** (attached as Exhibit "D" and incorporated by reference) shall be submitted to HES by the 10th day of each month, outlining the status of specific activities identified the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.
- D. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for all or partial salary and benefits under the CDBG Budget, (attached as Exhibit "E" and incorporated by reference). Specifically, funds shall be used for all or partial salary and benefits (FICA, health insurance, Workman's Compensation and pension contributions only) for the Clerk.
- The budget, contained herein as Exhibit "E", reflects the estimated costs of the salary and benefits covered through this Agreement. The actual amounts requested for reimbursement may vary but the total amount reimbursed shall not exceed **\$40,544**.
- E. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Municipality shall comply with the following Performance Benchmarks:
- (1) Expend at least 45% (\$22,745) of this funding allocation by March 30, 2018; and
- (2) Expend the remainder of the funding allocation by September 30, 2018.

This Agreement may be amended to decrease and/or recapture grant funds from the Municipality depending upon the timely completion of the Performance Benchmarks and/or the rate of expenditure of funds, as determined by HES.

The Municipality agrees that it may be subject to decrease and/or recapture of project funds by the County if the Performance Benchmarks herein are not met. Failure by the Municipality to comply with these Performance Benchmarks may negatively impact ability to receive future CDBG funding allocations.

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

- F. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an original invoice cover sheet (Exhibit "B") which shall be signed by a person authorized by the Municipality to submit invoices. Additionally, a Daily Activity Record (Exhibit "C") shall be submitted with each request for reimbursement. It shall include all required supporting documentation, including:
- A copy of the daily time sheets which account for all time worked by the Clerk. The time sheets must also demonstrate the specific tasks undertaken by the Clerk on such properties and the time taken to complete each task
 - Copies of the payrolls and paychecks to the Clerk corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, etc.), and satisfactory proof that the Municipality has paid any employer contributions due (i.e., contribution to FICA health insurance, retirement, etc.)
 - Copies of documents satisfactorily proving that the Municipality has paid, on behalf of the employee, all contributions which are the responsibility of the employer.
- G. **REPAYMENT:** The Municipality shall repay to the County funds reimbursed under this Agreement if the Municipality fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which result in HUD requiring repayment from the County.

2. COUNTY RESPONSIBILITIES:

- A. Reimburse the Municipality an amount not to exceed **\$40,544** for all or partial salary and benefits (health Insurance and Pension only) of a Code Enforcement Clerk III as delineated in the budget below:

NOTE: HES may adjust amounts within the above budget line items on Exhibit E, provided that the total amount paid to the Municipality does not exceed **\$40,544**.

- B. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HES, may be conducted by HES staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HES on program activities.
- D. Assume the environmental responsibilities described at 24 CFR 570.604.

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

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

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

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT - R _____ - _____

Attached you will find Invoice # _____ requesting reimbursement in the amount of \$_____. The expenditures for this invoice cover the period from _____ through _____. You will also find attached supporting documentation relating to the expenditures involved.

Approved for Submission

Date

EXHIBIT "C"

DAILY ACTIVITY RECORD

Period covered by this reimbursement request _____ Page _____ of _____

DATE	DESCRIPTION OF CODE ENFORCEMENT WORK PERFORMED and HOURS	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITIES	IS ADDRESS WITHIN CDBG TARGET AREA
	____ Hrs.		
	____ Hrs.		
	____ Hrs.		
	____ Hrs.		
	____ Hrs.		
	____ Hrs.		
	____ Hrs.		
	____ Hrs.		
	____ Hrs.		
	____ Hrs.		
	____ Hrs.		
	____ Hrs.		
	____ Hrs.		
TOTAL HOURS	_____		

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence for reimbursement under terms of our CDBG Agreement with HES. I further acknowledge that all information herein is subject to verification by HES, Palm Beach County, U.S. HUD or their agents.

(Signature) _____ (Printed Name and Title) _____ (Date)

EXHIBIT "D"

DETAILED MONTHLY NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R _____ - _____ Month Covered: _____

Municipality: City of Pahokee

Address: 237 Begonia Drive
Pahokee, FL 33476

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates:

B.1. CONTRACT FUNDING

	<u>Budgeted</u>	<u>Expended</u>	<u>Percentage</u>
Total Project:	\$ _____	\$ _____	_____ %
CDBG Funding:	\$ _____	\$ _____	_____ %
ESGP Funding:	\$ _____	\$ _____	_____ %
Other Funding:	\$ _____	\$ _____	_____ %

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

All income earned by the Municipality from activities directly financed with CDBG funding must be reported below. When calculating the amount of income earned by the activity, prorate the amount by the percentage of the activity being funded by CDBG. Program income may be retained by the Municipality if the income is treated as additional CDBG funds to further support the activities defined in Exhibit "A", Work Program Narrative Section of the Agreement. However, any program income remaining at the expiration of the Agreement must be remitted to HES.

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT F

ORGANIZATION: City of Pahokee
 PROGRAM: Building, Planning & Zoning/Code Enforcement
 FY 2017-2018 PALM BEACH COUNTY CDBG
 CONTACT NAME: Chandler F. Williamson
 TITLE: City Manager
 PHONE: 561.924.5534 ext. 2000

A. PERSONNEL EXPENSES

Salaries:

	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	% Alloc to Program	Indirect County Funding	% Alloc to Program	Other Funding (Please Specify)	% Alloc to Program	Other Funding (Please Specify)	Total
Code Compliance Clerk (Position)	1	\$31,407		\$0		\$0		\$0		\$0		\$0		\$0	\$31,407
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	1	\$31,407		\$0		\$0		\$0		\$0		\$0		\$0	\$31,407
Fringe Benefits:															
FICA				\$2,403		\$0		\$0		\$0		\$0		\$0	\$2,403
Retirement				\$2,308		\$0		\$0		\$0		\$0		\$0	\$2,308
Health				\$4,341		\$0		\$0		\$0		\$0		\$0	\$4,341
W/C				\$85		\$0		\$0		\$0		\$0		\$0	\$85
				\$9,137		\$0		\$0		\$0		\$0		\$0	\$9,137
Sub-Total Personnel				\$9,137		\$0		\$0		\$0		\$0		\$0	\$40,544
B. OPERATING COSTS															
1 Professional Fees				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Audit Fees				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Other				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Other				\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance				\$0		\$0		\$0		\$0		\$0		\$0	\$0
3 Supplies				\$0		\$0		\$0		\$0		\$0		\$0	\$0
4 Communications/Postage/Shipping				\$0		\$0		\$0		\$0		\$0		\$0	\$0
5 Occupancy				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Subtotal Operating Costs				\$0		\$0		\$0		\$0		\$0		\$0	\$0
C. ADMINISTRATIVE COSTS															
TOTAL PROGRAM BUDGET				\$40,544		\$0		\$0		\$0		\$0		\$0	\$40,544

RESOLUTION 2017 - 19

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

WHEREAS, this Twelfth 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 set forth the consideration for the second year of the extended contract term.

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 22nd day of August, 2017.

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb

Vice Mayor Holmes

Commissioner Hill

Commissioner Murvin

Commissioner Walker

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

This Twelfth 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, a Tenth Addendum effective October 01, 2015, and an Eleventh Addendum effective October 01, 2016, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to set forth the consideration for the second 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. 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, 2017 through September 30, 2018, as follows: The total cost of personnel and equipment shall be \$548,924.00. Monthly payments shall be \$45,743.67. The last monthly payment shall be \$45,743.63.
2. 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 2017 - 20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE RELEASE OF LIEN ON LOT 24, LAKE PARK (TOWN OF PAHOKEE).

WHEREAS, The City of Pahokee, Florida recorded a Code Enforcement Lien on April 13, 2017 against Jeffery L. Hardin and Angela Hardin for a delinquent Code Enforcement violation; and

WHEREAS, the lien is recorded at Official Records Book 29014, Page 1112 of the Public Records of Palm Beach County, Florida; and

WHEREAS, on August 16, 2017 the code enforcement lien was satisfied.

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

Section 1. The lien is hereby release on the property located at Lot 24, Lake Park (Town of Pahokee), Plat Book 15, Page 60, #48-37-42-18-08-000-0240 (240 S. Lake Avenue, Pahokee, Fl.).

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

PASSED AND ADOPTED this 22nd day of August, 2017.

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

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

Return to:
Donia A. Roberts, P.A
257 SE Martin Luther King Jr. Blvd.
Belle Glade, FL 33430

RELEASE OF CODE ENFORCEMENT LIEN

The City of Pahokee, Florida recorded a Code Enforcement Lien on April 13, 2017 against Jeffery L. Hardin and Angela Hardin for a delinquent Code enforcement violation fine due and owing to the City of Pahokee. The lien is recorded **at Official Records Book 29014, Page 1112** of the Public Records of Palm Beach County, Florida. The Code Enforcement Lien was created against any and all property owned by the said Jeffery L. Hardin and Angela Hardin and has attached to the following property:

Lot 24, Lake Park (Town of Pahokee), according to the map or plat thereof as recorded in Plat Book 15, Page 60, Public Records of Palm Beach County, Florida 48-37-42-18-08-000-0240

further described as:

240 S. Lake Avenue, Pahokee, FL
Case No. 16-029

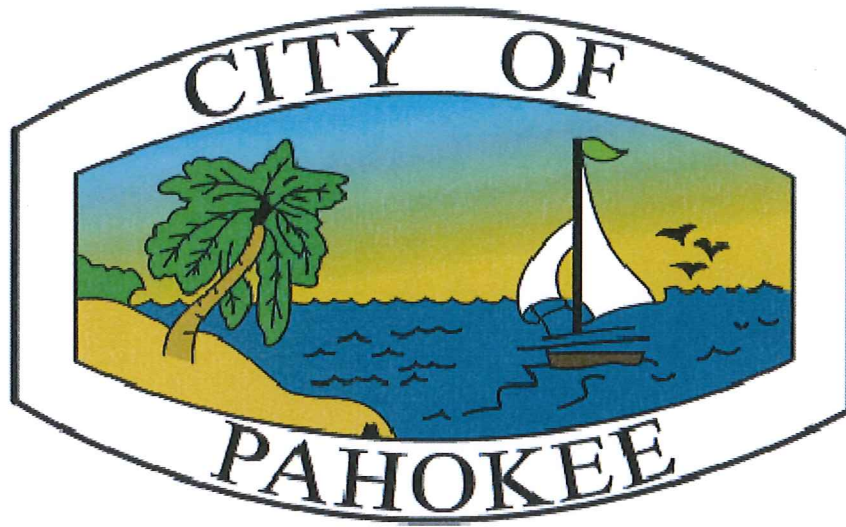
The City Commission of the City of Pahokee has waived the Code Enforcement fines, interest, penalties and other costs of the above recorded Lien and hereby files this Release of Lien on the above referenced property.

Dated this _____ day of _____, 2017.

Attest:

Tijauna Warner, City Clerk

Mayor Keith W. Babb, Jr



PRESENTATIONS

Certificate of Achievement

PRESENTED TO:

DIAMOND MORELAND
CITY OF PAHOKEE TRACK TEAM

In Recognition of Participating in the Shot Put & 1500 Race Walk
at

AAU Junior Olympic Games

Presented this 22nd day of August 2017

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

Commissioner Clara Murvin
Commissioner Clara Murvin

Commissioner Diane L. Walker
Commissioner Diane L. Walker



Vice Mayor Nathaniel Holmes
Vice Mayor Nathaniel Holmes

Commissioner Felicia C. Hill
Commissioner Felicia C. Hill

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

Certificate of Achievement

PRESENTED TO:

JORDAN JOHNSON

CITY OF PAHOKEE TRACK TEAM

In Recognition of Winning 1st Place in the Girls 4 x 100 meter

at

AAU Junior Olympic Games

Presented this 22nd day of August 2017

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

Commissioner Clara Murvin
Commissioner Clara Murvin

Commissioner Diane L. Walker
Commissioner Diane L. Walker



Vice Mayor Nathaniel Holmes
Vice Mayor Nathaniel Holmes

Commissioner Felicia C. Hill
Commissioner Felicia C. Hill

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

Certificate of Achievement

PRESENTED TO:

JAMARIA RICHARDSON
CITY OF PAHOKEE TRACK TEAM

In Recognition of Winning 1st Place in the Girls 4 x 100 meter
at

AAU Junior Olympic Games

Presented this 22nd day of August 2017

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

Commissioner Clara Murvin
Commissioner Clara Murvin

Commissioner Diane L. Walker
Commissioner Diane L. Walker



Vice Mayor Nathaniel Holmes
Vice Mayor Nathaniel Holmes

Commissioner Felicia C. Hill
Commissioner Felicia C. Hill

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

Certificate of Achievement

PRESENTED TO:

AYANNA BRYANT

CITY OF PAHOKEE TRACK TEAM

In Recognition of Winning 1st Place in the Girls 4 x 100 meter

at

AAU Junior Olympic Games

Presented this 22nd day of August 2017

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

Commissioner Clara Murvin
Commissioner Clara Murvin

Commissioner Diane L. Walker
Commissioner Diane L. Walker



Vice Mayor Nathaniel Holmes
Vice Mayor Nathaniel Holmes

Commissioner Felicia C. Hill
Commissioner Felicia C. Hill

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

Certificate of Achievement

PRESENTED TO:

AL'NIYAH HART

CITY OF PAHOKEE TRACK TEAM

In Recognition of Winning 1st Place in the Girls 4 x 100 meter

at

AAU Junior Olympic Games

Presented this 22nd day of August 2017

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

Commissioner Clara Murvin
Commissioner Clara Murvin

Commissioner Diane L. Walker
Commissioner Diane L. Walker



Vice Mayor Nathaniel Holmes
Vice Mayor Nathaniel Holmes

Commissioner Felicia C. Hill
Commissioner Felicia C. Hill

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