

CITY COMMISSION OF THE CITY OF PAHOKEE

## **WORKSHOP**

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

360 E. Main Street, Pahokee, Florida

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

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

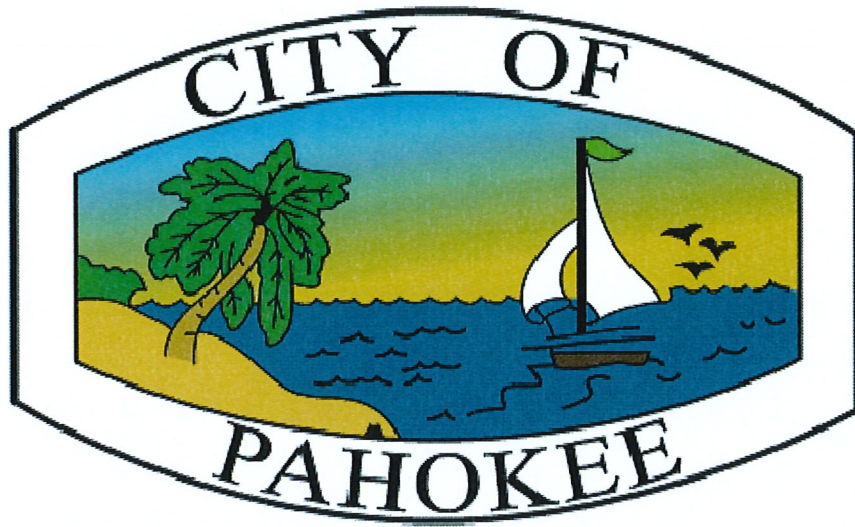
E. ADJOURN



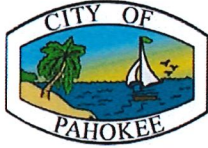
# AGENDA

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

- A. INVOCATION & PLEDGE OF ALLEGIANCE
- B. ROLL CALL:
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS (AGENDA ITEMS ONLY):
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
  - 1. **January 23, 2018 Regular Scheduled Commission Meeting**
  - 2. **February 13, 2018 Regular Scheduled Commission Meeting**
- G. CONSENT AGENDA:
- H. ORDINANCE:
- I. RESOLUTIONS:
  - 1. **RESOLUTION 2018 – 11 A RESOLUTION OF THE CITY OF PAHOKEE DEMANDING THAT THE OWNERS OF CERTAIN PROPERTIES DESCRIBED HEREIN REMOVE DEBRIS, DESTROYED OR DECAYING BUILDINGS, STRUCTURES, RUINS OF ANY KIND, BUILDING, DOCKS, OR OTHER STRUCTURES AS IDENTIFIED HEREIN, AS SOME ARE HEREBY DECLARED TO BE DANGEROUS, OR HAVE CONDITIONS INJURIOUS TO THE PUBLIC HEALTH AND SAFETY OF THE CITY OF PAHOKEE, GIVING THE PROPERTY OWNER NOTICE, A DEADLINE TO DEMOLISH OR REMOVE THE HAZARD, AND, IF NOT REMOVED, AUTHORIZING THE CITY TO DEMOLISH OR REMEDY THE HAZARDOUS CONDITION AND THEREAFTER IMPOSE AN ASSESSMENT AGAINST THE PROPERTY WHICH SHALL BE IN THE FORM OF A LIEN AGAINST THE PROPERTY FOR THE FULL COST TO THE CITY FOR REMEDYING THE HAZARDOUS AND DANGEROUS CONDITION IN ACCORDANCE WITH THE CITY OF PAHOKEE CODE, SECTION 20-2(i).**
  - 2. **RESOLUTION 2018 – 12 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PAHOKEE.**
- J. PUBLIC HEARINGS:
- K. PROCLAMATIONS (approval):
- L. PRESENTATIONS:
- 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, January 23, 2018**

Pursuant to due notice the regularly scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on January 23, 2018.

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

Official attendance was recorded as follows:

<b><u>Roll Call:</u></b>	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 requested adding four (4) City Commission Minutes to F1-F4 and four (4) Resolutions (Resolution 2018 – 02 to I2, Resolution 2018 – 03 to I3, Resolution 2018 – 04 to I4, and Resolution 2018 – 05 to I5). Mayor Babb requested moving City Clerk's CMC/Salary Increase to moving to the top of the agenda. Commissioner Murvin requested adding discussion of renaming East Main Street to Mel Tillis Boulevard to P3. Vice Mayor Holmes requested adding discussion of the City Manager to Q2.

**Approval of the Agenda with additions.**

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

**Motion carried unanimously.**

**Presentations:**

**1. City Clerk's CMC Designation/Salary Increase**

*Mayor Babb, City Manager, and the City Commission presented Tijauna Warner with a plaque for receiving her CMC Designation.*

Commissioner Walker requested considering increasing the City Clerk's Salary to \$60,000.

Vice Mayor Holmes asked the City Manager for a list of Directors Salaries and credentials to compare and make a determination.

Mayor Babb advising the Commission will receive the information on the Directors Salary and revisit the discussion on the City Clerk's Salary.

**Approval of City Clerk's Salary increase to \$45,000.00.**  
**Motion by Commissioner Murvin. Seconded by Commissioner Hill.**  
**Motion carried unanimously.**

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

**Public Service Announcements:**

**Approval of Minutes:**

1. November 28, 2017 Regular Scheduled Commission Meeting
2. December 4, 2017 Special Scheduled Commission Meeting
3. December 12, 2017 Regular Scheduled Commission Meeting
4. January 2, 2018 Special Scheduled Commission Meeting

**Approval of All Special/Regular Scheduled Commission Meeting listed on the Agenda.**  
**Motion by Commissioner Murvin. Seconded by Vice Mayor Holmes.**  
**Motion carried unanimously.**

**Consent Agenda: (moved to presentation)**

**Ordinances:(none)**

**Resolutions:**

*Mr. Brandenburg read Resolution 2018 - 01 into the record.*

1. RESOLUTION 2018 – 01 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO REQUEST AND ACCEPT ADVANCE FUNDING FOR THE CITY OF PAHOKEE COMMISSIONERS PARK IMPROVEMENTS PROJECT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) LAND AND RECREATION GRANTS SECTION.

**Approval of Resolution 2018 - 01.**  
**Motion by Vice Mayor Holmes. Seconded by Commissioner Murvin.**  
**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 - 02 into the record.*

2. RESOLUTION 2018 – 02 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE WATER TREATMENT PLANT DEMOLITION AGREEMENT BY AND BETWEEN THE CITY OF PAHOKEE AND DEV-LAND DEMOLITION AND SITE, INC.

**Approval of Resolution 2018- 02.**  
**Motion by Vice Mayor Holmes. Seconded by Commissioner Hill.**  
**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 – 03 into the record.*

3. RESOLUTION 2018 – 03 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING BUDGET AMENDMENTS No. 1 IN THE AMOUNT OF \$449,400.00, TO THE 2017 - 2018 FISCAL YEAR BUDGET.

**Approval of Resolution 2018 - 03.**  
**Motion by Commission Hill. Seconded by Vice Mayor Holmes.**  
**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 - 04 into the record.*

4. RESOLUTION 2018 – 04 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING BUDGET AMENDMENTS No. 2 IN THE AMOUNT OF \$1,145,181.94, TO THE 2017 - 2018 FISCAL YEAR BUDGET.

**Approval of Resolution 2018 - 04.**  
**Motion by Vice Mayor Holmes. Seconded by Commissioner Murvin.**  
**Motion carried unanimously.**

*Mr. Brandenburg read Resolution 2018 - 05 into the record.*

5. RESOLUTION 2018 – 05 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT FOR DESIGN-BUILD SERVICES BETWEEN TECHNOMARINE CONSTRUCTION, INC. AND THE CITY OF PAHOKEE.

**Approval of Resolution 2018 - 05.**  
**Motion by Vice Mayor Holmes. Seconded by Commissioner Murvin.**  
**Motion carried unanimously.**

**Public Hearings:***(none)*

**Proclamations:***(none)*

**Presentations:** *(moved to the top of agenda)*

**Report of the Mayor:**

Mayor Babb thanks staff for the outstanding job of hosting the Dr. Martin Luther King, Jr. Parade and Extravaganza. Mayor Babb gave a brief description of the event and thanks everyone for attending. He gave a special recognition to Ms. Adams for doing a great job with this event. Mayor Babb recommended the Commission to have a workshop or mini retreat at the beginning of the calendar year to set goals and gave a brief discussion of the City Manager's goals. Also, recommended every year evaluating and changing personnel policies.

**Report of the City Manager:**

Mr. Williamson acknowledges Pahokee High School for having the largest gains in the graduation rates. He gave a recap of current projects for the City of Pahokee.

**Report of the City Attorney:**

**Old Business:**

1. Marina/Campground/Restaurant

Mr. Brandenburg advised a Competitive Bid was prepared and sent to the State for approval. He informed everyone that the State approved it and it will be sent to the City for advertisement. Mr. Brandenburg asked that the City Commission approve the Competitive Bid for advertisement and a discussion ensued.

**Approval of Advertising the Competitive Bid for the Marina/Campground/Restaurant.**  
**Motion by Commissioner Hill. Seconded by Commissioner Murvin.**  
**Motion carried (4) Ayes; (1) Nay.** (Holmes)

2. 246 East Main Street Property

Mr. Williamson advised we have a tenant interested in purchasing property owned by the City location at 246 East Main and asked to table this discussion until next commission meeting.

- Mr. Brandenburg explained the lease for 246 East Main Street to the City Commission and advised they can sale it if they wanted to.
- Mayor Babb advised more information from Property Appraiser was needed and discussion tabled until next commission meeting.

### **3. East Main Street renamed to Mel Tillis**

Mr. Williamson advised East Main Street is a State owned road by advised the City can do a commemorative naming of the road.

**Approval of staff receiving information from the State for commemorative renaming of East Main Street to Mel Tillis.**

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

**Motion carried unanimously.**

### **New Business:**

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

Lt. Picciolo reminded everyone of the incident that took place this weekend and of the ordinance in reference to security and safety of the community.

### **Citizens Comments:**

Mr. Santiago Boiton (*resident*) explained his current situation with his property complying with the City's ordinances and asked the City Commission to assist with waiving the violation fines.

- Vice Mayor Holmes informed that a group of engineers advised Pahokee is the worst city to get permits.
- Mayor Babb asked the City Manager to meet with Mr. Boiton to discuss this matter.

Ms. Lynda Moss (*resident*) inquired how can you put an amount in a competitive bid and informed that the State can't put an amount in a competitive bid.

- Mr. Brandenburg advised many competitive bids have a minimum amount to bid.

Ms. Catherine Marvez (*resident*) expressed concerns about business development plans, benchmarks, high schools and value of life in the City of Pahokee.

- Mayor Babb advised that the City does have a vision.

#### **2. City Manager Discussion**

Vice Mayor Holmes expressed concerns with the City's future if we continue with the current City Manager.

- Commissioner Murvin informed that the City has been neglected for years and it takes time to rebuild. She advised the City Manager create the problem and advised the Vice Mayor Holmes is not telling the truth.
- Commissioner Hill encouraged the City Manager to continue doing a good job.
- Commissioner Walker advised she has heard comments in reference to the City Manager not responding to the citizens and it needs to be addressed.

**Approval of looking for another City Manager.**

**Motion by Vice Mayor Holmes. Seconded by Commissioner Walker.**

**Motion failed (2) Ayes; (3) Nays. (Hill, Murvin, Babb)**

### **City Commission Comments:**

Commissioner Murvin advised in other municipalities the Commission and City Manager work together to move their City forward and handle problems in office, not in the public.

Vice Mayor Holmes informed when citizens are constantly complaining that the City Manager doesn't respond to them, someone has to stand up and get involved.

Commissioner Walker suggested honoring Mr. Boldin (student from Pahokee High School who has received all A's).

- Commissioner Hill inquired what about the other students.

**Approval of honoring all students from Pahokee High school that excelled.**

**Motion by Commissioner Walker. Seconded by Vice Mayor Holmes.**

**Motion carried unanimously.**

Commissioner Hill advised everyone to pray for this City and bid everyone good night.

There being no further business to discuss, Mayor Babb adjourns the meeting at 8:51p.m.

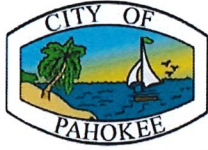
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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk





**CITY COMMISSION OF THE CITY OF PAHOKEE  
REGULAR COMMISSION MEETING MINUTES  
Tuesday, February 13, 2018**

Pursuant to due notice the regularly scheduled Commission meeting was held in the Commission Chambers at 360 E. Main St., Pahokee, Palm Beach County, Florida on February 13, 2018.

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

Official attendance was recorded as follows:

<b>Roll Call:</b>	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 Deputy Feaman	Present
	City Clerk Tijauna Warner	Present

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

Commissioner Murvin requested deleting 246 East Main Street Property from the agenda due to it conflicting with the upcoming election.

**Approval of Deleting 246 East Main Street Property from Agenda.**

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

**Motion failed (2) Ayes; (3) Nays.** (Holmes, Walker, Babb)

Mr. Williamson requested adding Resolution 2018 – 09 to I4, Resolution 2018 – 10 to I5 and deleting Marina/Campground/Restaurant from P1. Mayor Babb added March 13, 2018 City Commission Meeting to P2.

**Approval of the Agenda with additions and deletions.**

**Motion by Vice Mayor Holmes. Seconded by Commissioner Walker.**

**Motion carried unanimously.**

**Citizen Comments (Agenda Items Only):**

Ms. Catherine Marvez (*resident*) expressed concerns with Resolution 2018 – 06 interfering with check and balance.

- Mr. Williamson explained Resolution 2018 – 06 is in support of Home Rule for all municipalities.

Ms. Annie Coore (*resident*) expressed concerns with the Marina being bid out and advise whoever is placed over the Marina should help to bring the community together not segregate.

**Public Service Announcements:** (*none*)

**Approval of Minutes:** (*none*)

Consent Agenda: (none)

Ordinances: (none)

Resolutions:

*Mr. Brandenburg read Resolution 2018 - 06 into the record.*

1. RESOLUTION 2018 – 06 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, OPPOSING LEGISLATIVE EFFORTS TO IMPEDE THE CONSTITUTIONAL RIGHT FLORIDA’S CITIZENS HAVE ENJOYED FOR NEARLY 50 YEARS TO GOVERN THEMSELVES UNDER MUNICIPAL HOME RULE POWERS; OPPOSING THE LEGISLATURE’S PERSISTENT INTRUSION INTO LOCAL FINANCES, WHICH ARE NECESSARY TO PROVIDE FINANCIAL STABILITY AND ESSENTIAL SERVICES UNIQUELY REQUIRED BY MUNICIPAL RESIDENTS AND LOCAL BUSINESSES; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE PALM COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution 2018 - 06.

Motion by Commissioner Murvin. Seconded by Commissioner Hill.

Motion carried unanimously.

*Mr. Brandenburg read Resolution 2018 - 07 into the record.*

2. RESOLUTION 2018 – 07 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT BY AND BETWEEN THE CITY OF PAHOKEE AND COMMUNITY CHAMPIONS CORPORATION.

Approval of Resolution 2018- 07.

Motion by Vice Mayor Holmes. Seconded by Commissioner Murvin.

Motion carried unanimously.

*Mr. Brandenburg read Resolution 2018 – 08 into the record.*

3. RESOLUTION 2018 – 08 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AN AMENDMENT TO THE CITY OF PAHOKEE’S ADMINISTRATIVE FEE SCHEDULE.

Approval of Resolution 2018 - 08.

Motion by Vice Mayor Holmes. Seconded by Commissioner Hill.

Motion carried unanimously.

*Mr. Brandenburg read Resolution 2018 - 09 into the record.*

4. RESOLUTION 2018 – 09 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE ADOPTION OF THE TITLE VI PROGRAM.

Approval of Resolution 2018 - 09.

Motion by Commissioner Hill. Seconded by Commissioner Murvin.

Motion carried unanimously.

*Mr. Brandenburg read Resolution 2018 - 10 into the record.*

5. RESOLUTION 2018 – 10 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN NOWLEN, HOLT &

**MINER, P.A., AND THE CITY OF PAHOKEE FOR THE PURPOSE OF FINANCIAL AUDIT SERVICES FOR THE CITY OF PAHOKEE.**

**Approval of Resolution 2018 - 10.**

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

**Motion carried unanimously.**

**Public Hearings:(none)**

**Proclamations:**

*Mr. Brandenburg read Pink Shirt Proclamation into the record.*

**1. Pink Shirt Day Proclamation**

**Approval of Pink Shirt Day Proclamation.**

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

**Motion carried unanimously.**

**Presentations: (none)**

**Report of the Mayor:**

Mayor Babb advised on March 10, 2018, he will be attending the 5<sup>th</sup> Annual Mayor's Ball that supports the Palm Beach County Homeless Coalition. Also, March 11<sup>th</sup> – March 14<sup>th</sup>, he would be attending the National League Annual Congressional Conference in Washington, DC, accompanied by the City Manager and Commissioner Murvin. He informed he's been communicating with Glades Coalition and Auto Paint Body-shop in reference activities for the youth and advised the City Manager to come up with some ideas for an event. Mayor Babb informed Mr. Rickey Jackson wants to invite twenty (20) youths and four (4) chaperones to the Hall of Fame Ceremony in August. He advised there will be a benefit program for Former Commissioner Allie Biggs Saturday at 6:00pm location is New Hope Church.

**Report of the City Manager:**

Mr. Williamson gave a brief description of recommendation for the Old Pahokee High School. He advised the City of Pahokee has secured over \$200,000 of sports equipment for Parks & Recreations that is a credit to the Grant Department. Also, he discussed the selling update of the Old Hospital Site and expects it to be completed after the March Election.

**Report of the City Attorney:** (none)

**Old Business:**

**1. 246 East Main Street Property**

Mr. Williamson advised he wants to support whoever comes into this City and wants to make it better.

Mr. Brandenburg informed 246 East Main Street Property is currently under lease and that lease ends in July. Also, he informed the City has an option to sell it to the lessee if they desire to do so. Mr. Brandenburg advised you are not required to do so and a discussion ensued.

**Approval of Selling 246 East Main Street Property.**

**Motion by Vice Mayor Holmes. Seconded by Commissioner Walker.**

**Motion failed (2) Ayes; (3) Nays.** (Hill, Murvin, Babb)

**New Business:**

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

Deputy Feaman advised he has no report.

2. **March 13, 2018 City Commission Meeting**

**Approval of Cancelling March 13, 2018 City Commission Meeting.**  
**Motion by Commissioner Murvin. Seconded by Commissioner Hill.**  
**Motion carried unanimously.**

**Citizens Comments:**

Ms. Crystal Bruce (resident) advised the Commission that the County came and removed the speed bumps that the City installed. The County told Ms. Bruce that Seville Street is a County Road.

- Mr. Williamson informed there's some confusion with the County claiming they maintenance this road and it's getting solved.

Ms. Sara Perez (business-owner) expressed concerns with the Commission delaying the selling of 246 East Main Street Property in order to manipulate the election, so the other candidate can win.

- Vice Mayor Holmes advised there was a petition circulating to disqualify Ms. Perez by his opponent.

Mr. Jason Crawford informed the Commission that Palm Beach County Sheriff Office has been blocking roadways and the flow of traffic at the right-away.

- Deputy Feaman replied that is unacceptable behavior and he apologized to Mr. Crawford. He advised that law enforcement officer are not privileged to break the law.

Ms. Catherine Marvez inquired if a candidate's name been removed from the March 13, 2018 Municipal Election and will her vote count.

- Mayor Babb informed Ms. Marvez that the information she's referencing is correct.

**City Commission Comments:**

Commissioner Walker had no comment.

Vice Mayor Holmes had no comment.

Commissioner Murvin had no comment.

Commissioner Hill had no comment.

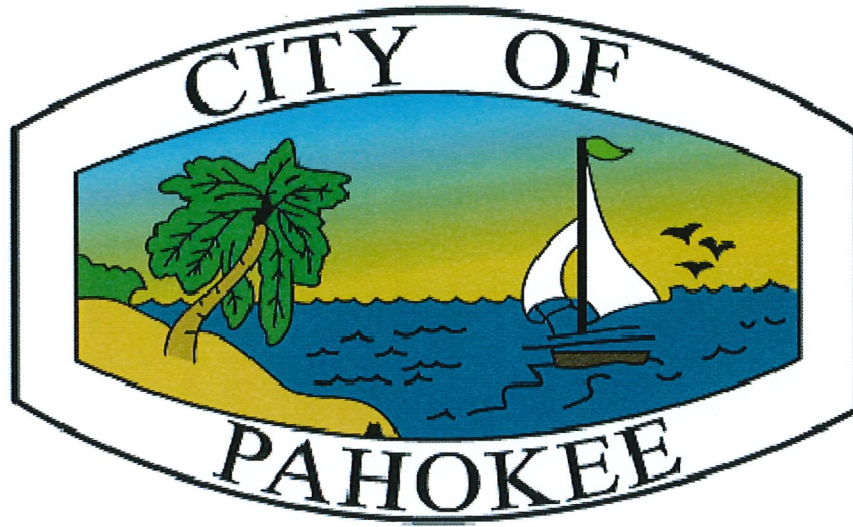
There being no further business to discuss, Mayor Babb adjourns the meeting at 8:09p.m.

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Keith W. Babb, Jr., Mayor

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ATTEST: Tijauna Warner, City Clerk



# RESOLUTIONS

**RESOLUTION 2018 – 11**

**A RESOLUTION OF THE CITY OF PAHOKEE DEMANDING THAT THE OWNERS OF CERTAIN PROPERTIES DESCRIBED HEREIN REMOVE DEBRIS, DESTROYED OR DECAYING BUILDINGS, STRUCTURES, RUINS OF ANY KIND, BUILDING, DOCKS, OR OTHER STRUCTURES AS IDENTIFIED HEREIN, AS SOME ARE HEREBY DECLARED TO BE DANGEROUS, OR HAVE CONDITIONS INJURIOUS TO THE PUBLIC HEALTH AND SAFETY OF THE CITY OF PAHOKEE, GIVING THE PROPERTY OWNER NOTICE, A DEADLINE TO DEMOLISH OR REMOVE THE HAZARD, AND, IF NOT REMOVED, AUTHORIZING THE CITY TO DEMOLISH OR REMEDY THE HAZARDOUS CONDITION AND THEREAFTER IMPOSE AN ASSESSMENT AGAINST THE PROPERTY WHICH SHALL BE IN THE FORM OF A LIEN AGAINST THE PROPERTY FOR THE FULL COST TO THE CITY FOR REMEDYING THE HAZARDOUS AND DANGEROUS CONDITION IN ACCORDANCE WITH THE CITY OF PAHOKEE CODE, SECTION 20-2(i).**

**WHEREAS**, the City has determined that the properties described on Exhibit “A” have thereon obnoxious growths, filth, garbage, trash, debris, destroyed or decaying buildings or structures, ruins, buildings, docks, or other structures, in a failing or dangerous condition, the specific hazardous and dangerous condition is listed adjacent to each listed property; and

**WHEREAS**, the owners of the properties listed on Exhibit “A” are hereby directed and required to remove the hazardous and dangerous condition immediately; and

**WHEREAS**, this resolution shall be served on each property owner by registered mail to the address listed on the last Tax Assessment roll shown in the Public Record of Palm Beach County Property Appraiser Public Access (“PAPA”) and a copy of this resolution shall be posted conspicuously on the property and a photograph of the posting shall be taken and kept in the Public Records of the City of Pahokee; and

**WHEREAS**, if the owners of the property do not remedy the hazardous conditions within 35 days of the later of this posting on site or mailing of the certified letter then the City shall cause the hazardous condition to be remedied and the City Commission shall charge, assess and collect the expense thereof, including administrative costs, and attorney fees; and

**WHEREAS**, the City Manager shall prepare an assessment roll which shall include the full cost of remedying each parcel or property described herein free of the hazardous and dangerous conditions; and

**WHEREAS**, the Assessment Roll shall be advertised and each parcel to be assessed shall be notified by Certified Mail to the last address listed on PAPA. The notice shall include the amount of the proposed assessment, a breakdown of costs and shall contain the date of an Advertised Public Hearing at which the Commission shall consider the assessments, hear comments from all those concerned, and make any adjustments that are necessary, fair, and reasonable and thereafter impose the assessment.

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

- Section 1.** The foregoing recitals are adopted and ratified.
- Section 2.** The properties listed on Exhibit "A" are hereby declared a nuisance, hazardous and dangerous for the reason listed on Exhibit "A".
- Section 3.** The City Manager is directed to follow the procedures set forth in this Resolution.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of February, 2018.

ATTESTED:

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

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

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

APPROVED AS TO LEGAL  
SUFFICIENCY:

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





**RESOLUTION 2018 - 12**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PAHOKEE.**

**WHEREAS**, the State of Florida Department of Transportation and the City of Pahokee wishes to enter into an agreement; and,

**WHEREAS**, the purpose of this Agreement is to provide for the Department's participation in the Design Services of S. Barfield Highway from East Main Street to East 7<sup>th</sup> Street.

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

**Section 1.** The Commission hereby authorizes and directs the Mayor to execute the attached State-Funded Grant Agreement.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of February, **2018.**

ATTESTED:

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

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

APPROVED AS TO LEGAL SUFFICIENCY:

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

Mayor Babb

Vice Mayor Holmes

Commissioner Hill

Commissioner Murvin

Commissioner Walker

\_\_\_\_\_  
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\_\_\_\_\_  
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

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FPN: 442030-1-34-01 Fund: SCOP FLAIR Category: \_\_\_\_\_  
Org Code: 55043010404 FLAIR Obj: \_\_\_\_\_

FPN: \_\_\_\_\_ Fund: \_\_\_\_\_ FLAIR Category: \_\_\_\_\_  
Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

FPN: \_\_\_\_\_ Fund: \_\_\_\_\_ FLAIR Category: \_\_\_\_\_  
Org Code: \_\_\_\_\_ FLAIR Obj: \_\_\_\_\_

County No: 93 Contract No: \_\_\_\_\_ Vendor No: VF-596-000-400-003

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and CITY OF PAHOKEE, ("Recipient").  
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in DESIGN SERVICES OF S. BARFIELD HIGHWAY FROM EAST MAIN STREET TO EAST 7<sup>TH</sup> STREET, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before JUNE 30, 2020. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$475,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$475,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
  - b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
  - c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
  - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
  - e. Travel expenses are not compensable under this Agreement.
  - f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

**9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of

construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. All design work for any portion of the Project to be located on Department right-of-way shall conform to all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement if a portion of the Project will be located on FDOT's right of way.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006) or Conflict of Interest Procedure for State Funded Grant Programs (FDOT Topic No. 750-000-002).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-



site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted 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 "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
  - ii. In connection with the audit requirements, 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

#### **14. Indemnification and Insurance:**

- a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the Recipient's sovereign immunity."

- b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b.  The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c.  A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d.  The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: \_\_\_\_\_
- e. **Exhibit and Attachment List**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit C: Engineer's Certification of Compliance
- Exhibit D: State Financial Assistance (Florida Single Audit Act)
- Exhibit E: Recipient Resolution
- \*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
- \*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
01/18

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT  
State of Florida, Department of Transportation

City of Pahokee

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: MARK PLASS, P.E.

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

Title: Acting Director of Transportation  
Development

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

As approved by the Board on:

Legal Review:

\_\_\_\_\_

\_\_\_\_\_

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

See attached Encumbrance Form for date of  
funding approval by Comptroller

Legal Review:

\_\_\_\_\_

City Attorney

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 442030-1-34-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

CITY OF PAHOKEE (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS: .92 MILES: EAST MAIN STREET TO EAST 7TH STREET**

**PROJECT DESCRIPTION: DESIGN SERVICES OF BARFIELD HIGHWAY FROM EAST MAIN STREET TO EAST 7<sup>TH</sup> STREET**

The design for the reconstruction S. Barfield Highway will consist, but not limited to the complete removal and replacement of the roadway asphalt surface, base and subgrade material; and the removal and replacement of the existing concrete sidewalks, drainage structures and culverts. Underground utility relocations and modification will be included in the design, in order to accommodate the construction of the proposed undergrounds drainage system. Also included in this Project will be the replacements of the driveways, the re-grading of roadside swales and retention areas. Modifications to outfall structures and pavement markings and signage.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design Services to be completed by June 30, 2020

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**  
**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

525-010-60  
PROGRAM MANAGEMENT  
09/17  
Page 1 of 2

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> <u>CITY OF PAHOKEE</u>	<b>FINANCIAL PROJECT NUMBER:</b> <u>442030-1-34-01</u>
--	---

I. PHASE OF WORK by Fiscal Year:	FY 2018	FY	FY	TOTAL
<b>Design- Phase 34</b>	\$ 475,000.00	\$ 0.00	\$ 0.00	\$475,000.00
Maximum Department Participation - ( <u>Small County Outreach Program</u> )	100% or \$ 475,000.00	% or \$	% or \$	% or \$ 475,000.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Right of Way- Phase 44</b>				
	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Construction/CEI - Phase 54</b>				
	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (____)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**  
**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

525-010-60  
PROGRAM MANAGEMENT  
09/17  
Page 2 of 2

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>II. TOTAL PROJECT COST:</b>				
	\$475,000.00	\$0.00	\$0.00	\$475,000.00

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Leos A. Kennedy, Jr.  
District Grant Manager Name

\_\_\_\_\_  
Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
09/17  
Page 1 of 1

**EXHIBIT D**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

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

**Awarding Agency:** Florida Department of Transportation

**State Project Title and CSFA Number:**

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Local Transportation Projects, 55.039

**\*Award Amount:** \$475,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
09/17  
Page 1 of 1

**EXHIBIT "E"**

**RECIPIENT RESOLUTION**

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

## ATTACHMENT F

### CONTRACT PAYMENT REQUIREMENTS Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).