



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, July 28, 2020 6:00 p.m.

360 East Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held **by** Teleconference/Zoom, to discuss the July 28, 2020 Agenda.

A. INVOCATION AND PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

NOTICE

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

SUBJECT TO CHANGE



AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE REGULAR COMMISSION MEETING

(This meeting is being held by teleconference/zoom)

TUESDAY, JULY 28, 2020 6:30 P.M.

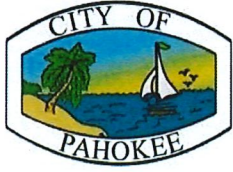
- A. INVOCATION AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS
- D. CITIZEN COMMENTS/PUBLIC SERVICE ANNOUNCEMENTS – ALL ITEMS ON AGENDA (3 MINUTES)
- E. APPROVAL OF MINUTES
 - May 26, 2020 Workshop Meeting
 - May 26, 2020 Commission Meeting
- F. CONSENT AGENDA
 - 1.- Preferred Government Insurance Trust – Workers Compensation
- G. ORDINANCE(S)
- H. RESOLUTION(S)
 - 1. **Res 2020-16 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, SETTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2020-2021 PURSUANT TO SECTION 200.065, FLORIDA STATUTES, TOGETHER WITH A ROLLED-BACK RATE; ESTABLISHING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2020-2021; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; PROVIDING FOR AN EFFECTIVE DATE.**
 - 2. **Res 2020-17 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING THE STATE-FUNDED GRANT AGREEMENT BETWEEN THE CITY OF PAHOKEE, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION EXECUTED ON FEBRUARY 21, 2019, SUPPLEMENTAL AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**
 - 3. **Res 2020-18 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING AN AGREEMENT BETWEEN MDO ENGINEERING, INC. AND THE CITY OF PAHOKEE FOR PROFESSIONAL GENERAL ENGINEERING AND CONSULTING SERVICES FOR STORM WATER DRAINAGE PROJECTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**
- I. PUBLIC HEARINGS
- J. PROCLAMATION(S)
- K. PRESENTATION(S)
- L. REPORT OF THE MAYOR
- M. REPORT OF THE CITY MANAGER
- N. REPORT OF THE CITY ATTORNEY
- O. OLD BUSINESS
- P. NEW BUSINESS
- Q. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY
- R. FOR THE GOOD OF THE ORDER (COMMUNITY EVENTS, FEEL GOOD ANNOUNCEMENTS)
- S. ADJOURN

NOTICE

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

SUBJECT TO CHANGE





**CITY COMMISSION OF THE CITY OF PAHOKEE
COMMISSION WORKSHOP MINUTES
Tuesday, May 26, 2020**

Pursuant to due notice the Commission Workshop was held by Teleconference/Zoom, Palm Beach County, Florida on May 26, 2020.

The meeting was called to order by Mayor Babb at 6:06 p.m.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Regina Bohlen	Present
	Commissioner Benny L. Everett, III	Present
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Chandler Williamson, City Manager	Present
	Burnadette Norris-Weeks, City Attorney	Present
	Nohemi Polanco, Interim City Clerk	Present

Topic

1. May 26, 2020 Agenda

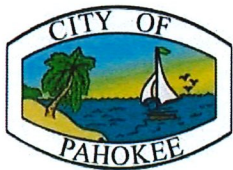
Mr. Williamson provided an overview of the agenda.

The City Commission discussed, MDO Engineering, Inc., Engineering Services Agreement for the Demolition of the Old Hospital project.

There being no further business to discuss, Mayor Babb adjourned the meeting at 6:17 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nohemi Polanco, Interim City Clerk



CITY COMMISSION OF THE CITY OF PAHOKEE
REGULARLY SCHEDULED COMMISSION MEETING MINUTES
Tuesday, May 26, 2020

Pursuant to due notice, the Regularly Scheduled May 26, 2020.

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

Mayor Babb introduced the City Attorney to provide guidance, instructions and protocol for virtual meetings, pursuant to Executive Order 20-69, issued by Governor Ron Desantis.

Official attendance was recorded as follows:

<u>Roll Call:</u>	Mayor Keith W. Babb, Jr.	Present
	Commissioner Regina Bohlen	Present
	Commissioner Benny L. Everett, III	Absent
	Commissioner Felisia C. Hill	Present
	Vice Mayor Clara M. Murvin	Present
	Chandler Williamson, City Manager	Present
	Burnadette Norris-Weeks, City Attorney	Present
	Nohemi Polanco, Interim City Clerk	Present

Additions, Deletions, and Approval of Agenda Items:

Mr. Williamson requested to add Proclamation – Pahokee High School Class of 2020

Approval of Agenda with additions

Motion by Vice Mayor Murvin. Seconded by Commissioner Hill.

Motion carried unanimously (4-0).

Citizen Comments/Public Service Announcements – All items on Agenda (3 minutes):

1. Mark Miller – Marina cameras replacement.
2. Sam Mckinstry – Commented about In Person commission meetings, Marina flags not lower to half mast as ordered by President Trump and inquired about findings of \$2.2 million dollars in state funds for marina and campground restoration.
3. Jill Fletcher - Inquired if marina campers will be getting a 25% discount on electric bills. Commented on campers being charged 18 cents p/kw instead of 12 cents.
4. Mary Dobrow – Commented regarding City Clerk RFP, American flag, flag pole and ERH LLC transition approved by the state on December 2019. Inquired about FOIA request placed since October 2019. Inquired about Emilio Perez lawsuit status and if the garbage contract involve any settlement negotiation. Expressed concern about city's website down for over a year and asked for the name of the company responsible for website updating and the cost associated with website updating.
5. Joan Culberson – Commented on issue with semi-trucks.
6. Barbara Hatton – Commented on the firing of former city attorney for dealing with Emilio Perez and the awarding of garbage contract to Emilio Perez.
7. David Dixon - Commented on the firing of former city attorney for dealing with Emilio Perez and the awarding of garbage contract to Emilio Perez. Inquired about Emilio Perez lawsuit status and if the garbage contract involve any settlement negotiation. Asked about the reason of firing former city attorney and if the current city attorney ever attended a City of Pahokee commission meeting prior to that night.

8. Larry Wright – Redacted email (due to improper language). Commented on commissioner’s attitude and refusal to address citizens comments. Expressed concern about the use of the Marina business. Commented about his previous experience and interaction with the City Manager.
9. Faye Nemer – Commented about attempt to resolve outstanding garbage and recycling city fees.
10. Metra Hughes – Inquired about Old City hall demolition budget and if the city complied with RFP process. Inquired about the engineering firm name, cost and original demolition contract. Expressed concern regarding results of formal city manager’s evaluation by the commissioners and about intentions to terminate him. Inquired about the most recent inspector general report on the City Manager and if it will be available to the citizens. Inquired about splash pad, city’s financial situation and complaints regarding outstanding FOIA requests prior to the departure of former city clerk and COVID-19 complications as well as disciplinary action towards the City Manager for lack of response.

Approval of Minutes: *(none)*

Consent Agenda: *(none)*

Ordinance(s): *(none)*

Resolution(s):

1. Resolution 2014 – A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING AN AGREEMENT BETWEEN MDO ENGINEERING, INC. AND THE CITY OF PAHOKEE FOR ENGINEERING SERVICES FOR THE DEMOLITION OF THE OLD HOSPITAL ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

*City Attorney read Resolution 2020 - 14 into the record.
City Manager provided a brief explanation about the resolution.*

A motion to accept Resolution 2020 – 14 was made by Vice Mayor Murvin and seconded by Commissioner Hill. Discussion ensued regarding the proposed Agreement for Engineering Services for the demolition of Old Hospital.

Approval of Resolution 2020 - 14
Motion by Vice Mayor Murvin. Seconded by Commissioner Hill.
Motion carried four (3) ayes and one (1) nay.

Public Hearings:

Proclamation(s):
Proclamation – Pahokee High School Graduating Class of 2020

Approval of Proclamation
Motion by Commissioner Bohlen. Seconded by Vice-Mayor Murvin.
Motion carried unanimously (4-0).

Presentation(s): *(none)*

Report of the Mayor:

- Encouraged the community to pray for everyone and to adhere to the CDC COVID-19 guidelines.
- Strongly encouraged everyone to be tested.
- Informed of testing sites as: Lakeside Hospital and Florida Community Health Centers.
- Informed the citizens of the city efforts to bring West Palm Beach lab testing to Pahokee, pending sites location.
- Highlighted COVID-19 disease awareness

Report of the City Manager:

No City Manager Report

- Provided overview of summer project coming into place.
- Additional bids, present and future projects
- Marina lease conversations and lease coming up discussions
- Ongoing projects as Demolition of Old City Hall and Gymnasium Project.
- Old City Hall records preservation

Mayor Babb questioned:

About City Hall staff typical day hours, working on an amended schedule throughout this pandemic time.

Mr. Williamson response:

Reported staff daily schedule and opening and closing hours with staff working on an alternate schedule. Explained that residents/citizens are being advised to communicate by phone and email.

Report of the City Attorney: (none)

Old Business: (none)

New Business:

1. **Financial Report (none)**

Future Agenda Items of Commissioners, if any:

- Commissioner Hill – No comment
- Commissioner Bohlen
Requested to put on the agenda Inspector General letter for discussion (no second)
Inquired about City Clerk resumes collected
Requested to add the marina lease for discussion on the next commission meeting
Expressed concern about the city having commission meeting by video instead of live zoom meetings
Inquired about the city's website (discussion ensued).

**Approval to add the website development on the next agenda item.
Motion by Commissioner Bohlen. Seconded by Vice-Mayor Murvin.
Motion carried unanimously (4-0).**

- Vice-Mayor Murvin – No comment

For the Good of the Order (Community Events, Feel Good Announcements):

Mayor Babb – Expressed his desire to honor senior citizens that reach 90 years old and above.

Approval to recognize seniors that reach 90 years old and above with proclamation, resolutions or certificates.

Motion by Commissioner Hill. Seconded by Commissioner Bohlen.

Motion carried unanimously (4-0).

Commissioner Hill – Expressed her happiness of not being diagnosed with COVID-19.

Commissioner Bohlen - Encouraged everybody to stay safe.

Vice-Mayor Murvin: Thanked the team and volunteers with the food distribution around the Glades and congratulated the 2020 graduates on behalf of the City of Pahokee.

There being no further business to discuss, Mayor Babb adjourned the meeting at 7:41 p.m.

Keith W. Babb, Jr., Mayor

ATTEST: Nohemi Polanco, Interim City Clerk



CONSENT AGENDA



Workers Compensation
 City of Pahokee
 207 Begonia Drive
 Pahokee, FL 33476

Audit Invoice	
Agent	Public Risk Insurance Advisors
Agreement #	WC2FL1 0502018 18-01
Inv Date	02/28/2020
Coverage Term	10/01/2018 - 10/01/2019

Payment Information	
Invoice Summary	\$16,787.00
Due Date	Due Upon Receipt
Amount Enclosed	
Invoice Number	61982

Thank You



Client: City of Pahokee

Invoice	Invoice Date	Transaction Description	Due Date	Amount
61982	02/28/2020	Agmt # WC2FL1 0502018 18-01 10/01/2018 through 10/01/2020		
		Premium	02/28/2020	\$16,787.00
		Total Premium		\$16,787.00
WC - Quarterly				Current Amount Due
				\$16,787.00

Make Check Payable to Preferred Governmental Insurance Trust

P.O. Box 958455, Lake Mary, FL 32795-8455
 PGIT accounting (321) 832-1456 Fax (321) 832-1496
accounting@publicrisk.com

Administered by Public Risk Underwriters of FL, Inc

Hi Jacqueline,

Along with the original invoice from Preferred that you provided, attached you'll find the 2018-2019 WC policy and the 2018-2019 WC audit results. Below is an explanation.

	2018-2019 Policy	2018-2019 Audit Results	Difference
Payroll	\$ 1,176,247	\$ 1,481,951	\$ 305,704
Premium	\$ 44,525	\$ 61,312	\$ 16,787

If you need any other information, don't hesitate to ask!

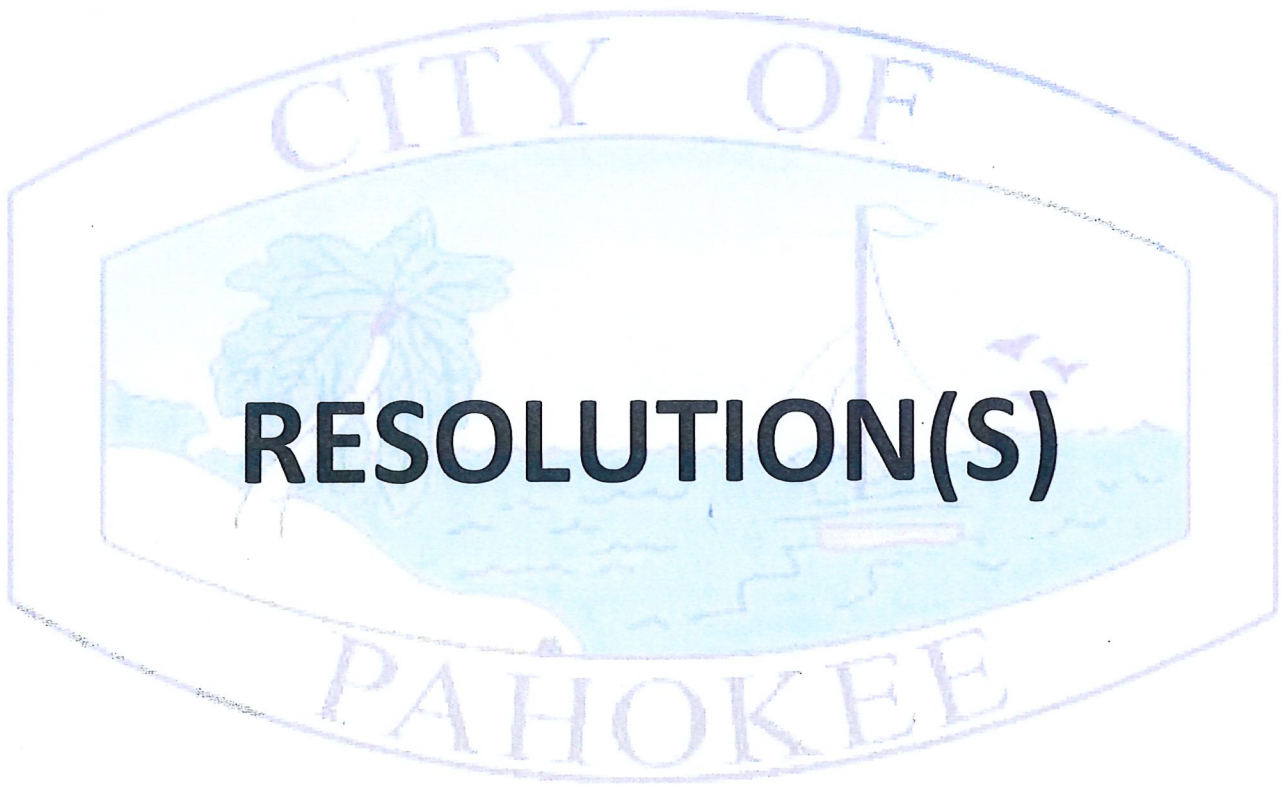
Thank you and stay safe,

Christina Carter
CIC, CRM
Public Risk Specialist
Ccarter@bbpria.com

D (386) 333-6069 | O (386) 252-6176 | F (386) 239-4049



PART OF THE
BROWN & BROWN TEAM



RESOLUTION(S)

RESOLUTION 2020 - 16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, SETTING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2020-2021 PURSUANT TO SECTION 200.065, FLORIDA STATUTES, TOGETHER WITH A ROLLED-BACK RATE; ESTABLISHING THE DATE, TIME AND PLACE OF PUBLIC HEARINGS TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2020-2021; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 200, Florida Statutes, provides for a uniform procedure for the adoption of ad valorem tax and millage rates associated therewith; and

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a proposed millage rate, together with the establishment of a rolled-back rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, on June 25, 2020, the Property Appraiser of Palm Beach County, Florida served upon the City a Certification of Taxable Value, certifying to the City the 2020 taxable value within the City's jurisdiction; and

WHEREAS, Section 200.065, Florida Statutes, provides that a taxing authority shall, within 35 days of certification of value by the Property Appraiser, advise the Property Appraiser of its proposed millage rate, its current year rolled-back rate and the date, time and place for public hearings to consider the proposed millage rate and the tentative budget for the preparation of the Notice of Proposed Property Taxes (TRIM Notice); and

WHEREAS, the City Manager of the City of Pahokee, Florida has recommended a proposed millage rate for fiscal year 2020-2021.

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

Section 1. Adoption of Representations. The foregoing whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Proposed Millage Rate. The Mayor and City Commission hereby adopt and establish the proposed millage rate for **FY 2020-2021** at **6.5419**, which is **\$6.5419** per \$1,000.00 of assessed property value within the City of Pahokee, Florida.

Section 3. Computation of Rolled-back Rate. The rolled-back rate is **6.2283** as computed utilizing the June 25, 2020 Certificate of Taxable Value.

Section 4. Current Year Proposed Millage Rate as a Percent Increase Over Rolled Back Rate. The proposed millage rate is an increase of 5.04 percent over the rolled-back rate.

Section 5. Public Hearing. The date, time and place of the public hearings to consider the proposed millage rate and tentative budget are as follows:

First Hearing

<u>Date</u>	<u>Time</u>	<u>Location</u>
<u>September 8, 2020</u>	6:00 p.m.	Commission Chambers/City of Pahokee 360 E. Main St Pahokee, Fl 33476

Second Hearing

<u>Date</u>	<u>Time</u>	<u>Location</u>
<u>September 22, 2020</u>	6:00 p.m.	Commission Chambers/City of Pahokee 360 E. Main St Pahokee, Fl 33476

Section 6. Directions to Clerk. The City Clerk is directed to send the original Certification of Taxable Value and a certified copy of this resolution to the Palm Beach County Property Appraiser and Tax Collector on or before July 30, 2020.

Section 7. Effective Date. This resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 28th day of July 2020.

Keith W. Babb, Jr., Mayor

ATTEST:

Nohemi Polanco, Interim City Clerk

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

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bohlen	_____ (Yes)	_____ (No)
Commissioner Everett	_____ (Yes)	_____ (No)
Commissioner Hill	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2020	County : PALM BEACH
Principal Authority : Pahokee	Taxing Authority : Pahokee

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	73,574,835	(1)
2.	Current year taxable value of personal property for operating purposes	\$	15,563,638	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	4,830,878	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	93,969,351	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	71,440	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	93,897,911	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	89,397,189	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)

Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date :	
	Electronically Certified by Property Appraiser	6/25/2020 8:33 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	6.5419	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	584,827	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	584,827	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	93,897,911	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	6.2283	per \$1000	(16)
17.	Current year proposed operating millage rate	6.5419	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	614,738	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE - SIGN AND SUBMIT
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22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	584,827	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		6.2283 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	585,269	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	614,738	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		6.5419 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		5.04 %	(27)

First public budget hearing	Date : 9/8/2020	Time : 6:00 PM EST	Place : City of Pahokee Commission Chambers, 360 East Main St, Pahokee Florida 33476
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S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Electronically Certified by Taxing Authority			7/7/2020 9:21 AM	
	Title :		Contact Name and Contact Title :		
	Chandler Williamson, City Manager		Batista Francis, Director of Finance		
	Mailing Address :		Physical Address :		
207 Begonia Drive		207 Begonia Drive			
City, State, Zip :		Phone Number :		Fax Number :	
PAHOKEE, FLORIDA 33476		5619245534 ex2011			

RESOLUTON 2020 – 17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AMENDING THE STATE-FUNDED GRANT AGREEMENT BETWEEN THE CITY OF PAHOKEE, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION EXECUTED ON FEBRUARY 21, 2019, SUPPLEMENTAL AGREEMENT ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida (the "City") and the Florida Department of Transportation ("FDOT") entered into a State-Funded Grant Agreement dated February 21, 2019 (the "Agreement") to provide certain improvements for Glades Area Street Resurfacing and Reconstruction, Phase 4 (the "Project"); and

WHEREAS, the City and FDOT desire to supplement the Agreement, as set forth in the State-Funded Grant Supplemental Agreement Number 2, attached hereto as Exhibit "A," which changes the deliverables set forth in the Agreement in light of a change to the Project from West 5th Street to West 7th Street; and

WHEREAS, all provisions in the Agreement and other supplements, if any, remain in effect except as expressly modified by the attached State-Funded Grant Supplemental Agreement Number 2; and

WHEREAS, the City Commission of the City of Pahokee, Florida finds that entering into the State-Funded Grant Supplemental Agreement Number 2 between the City and FDOT, attached hereto as Exhibit "A", is in the best interest of the City and its residents.

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

Section 1. Adoption of Representations. The foregoing "whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Agreement. The State-Funded Grant Supplemental Agreement Number 2, attached as Exhibit "A", hereto is hereby approved.

Section 3. Authorization of Mayor. The City Commission of the City of Pahokee, Florida, hereby authorizes the Mayor to execute the State-Funded Grant Supplemental Agreement Number 2 between the City and the FDOT attached hereto as Exhibit "A".

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 28th day of July 2020

Keith W. Babb, Jr., Mayor

ATTEST:

Nylene Clarke, City Clerk

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

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bohlen	_____ (Yes)	_____ (No)
Commissioner Everett	_____ (Yes)	_____ (No)
Commissioner Hill	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

EXHIBIT "A"

State-Funded Grant Supplemental Agreement Number 2

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

2

CONTRACT NO.

G-1605

FPN

443363-2-54-01Recipient: CITY OF PAHOKEE

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on February 21, 2019, as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

This Amendment deletes the deliverables shown in Exhibit A of the Agreement in its entirety. The deliverables are replaced with the following roads:

Residential Roadways	Length	Est. Cost
West 3rd Street to S. Lake	218	\$ 7,274.00
West 3rd to Rardin to Carrissa	953	\$ 24,461.00
West 2nd Street	239	\$ 9,208.00
West 7th Street	316	\$ 7,900.00
Dr. Martin Luther King Jr. Blvd.	1373	\$52,861.00

The CEI classifications of the Agreement shall remain in full force and effect.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The recipient replaced West 5th Street with West 7th Street based on the poor conditions of the roadway's (west 7th) asphalt.

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

FDOT

State of Florida, Department of Transportation

By:

Print Name: STEVEN C. BRAUN, P.E.

Title: Director of Transportation Development

Date: _____

Legal Review:

See attached Encumbrance Form for date of
funding approval by Comptroller

AGENCY

City of Pahokee

By:

Print Name:

Title:

As approved by the Board on:

Attest:

Legal Review:

City Attorney



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN J. THIBAUT, P.E.
SECRETARY

February 21, 2019

Mr. Chandler Williamson
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476

Contract No.: G-1605
RE: FY 18/19 State Appropriation Joint Participation Agreement
FM #: 443363-2-54-01
Description: Glades Area Street Resurfacing and Reconstruction, Phase 4

Dear Mr. Williamson:

Enclosed please find a copy of a fully executed the 2018/2019 Florida Legislature Appropriated State Funded Grant Agreement for the Project referenced above. Also included is a copy of the **Resolution No. 2019-06** in which the appropriated project referenced above was approved. Said documents are to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

A handwritten signature in blue ink that reads "Leos A. Kennedy, Jr." The signature is written in a cursive, flowing style.

Leos A. Kennedy, Jr.
Program Management Unit
District Four

lk/s
enc: State Funded Grant Agreement
copy: District Budget
Leos Kennedy, Jr. Project Manager
Mark Madgar, Work Program Manager
File

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FPN: <u>443363-2-54-01</u>	Fund: <u>EM19</u> Org Code: <u>55043010404</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>93</u>	Contract No: <u>G-1605</u>	Vendor No: <u>VF-596-000-400</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on FEBRUARY 21, 2019,
(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)
 - Ch. 2018-9 (LOF) Specific Appropriations 1906A , State Legislative Earmark , (CFSA 55.039)

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 Glades Area Street Resurfacing and Reconstruction, Phase 4, 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, 2021. 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 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.

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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 \$210,000.00. 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 \$210,000.00 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

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- 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 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.

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

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- 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

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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

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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 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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: 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

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- 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.

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- 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

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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:

- 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.

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- 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**
 - 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.

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The remainder of this page intentionally left blank.

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

FDOT

AGENCY

State of Florida, Department of Transportation

City of Pahokee

By: DocuSigned by:
Stacy L. Miller
9A89F25A78144F3...

By: *Keith W. Babb, Jr.*

Print Name: STACY L. MILLER, P.E.

Print Name: Keith W. Babb, Jr.

Title: Director of Transportation Development

Title: mayor

Date: 2/21/2019 | 9:32 AM EST

Legal Review:

As approved by the Board on:

DocuSigned by:
Jeb Nicwood
19D3932D432744B..

February 12, 2019

See attached Encumbrance Form for date of funding approval by Comptroller

Attest: *[Signature]*
Interim City Clerk

Legal Review: *[Signature]*
City Attorney

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 443363-2-54-01

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:

PROJECT DESCRIPTION: The Project shall consist of resurfacing and reconstruction of various roadways throughout the City of Pahokee, including pavement markings.

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) Construction to be completed by June 30, 2021 .

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:

Exhibit A
Deliverables

Resurfacing of roadways in priority order listed below.

Residential Roadways	Length	Est. Cost
West 3 rd Street to S. Lake	218	\$ 7,274.00
West 3 rd to Rardin to Carrissa	953	\$24,461.00
West 2 nd Street	239	\$ 9,208.00
West 5 th Terrace	610	\$17,403.00
Dr. Martin Luther King Jr. Blvd.	1373	\$52,861.00

CEI CLASSIFICATIONS

SR. PROJECT ENGINEER

PROJECT ADMINISTRATOR

SR. INSPECTOR

INSPECTOR

INSPECTOR'S AIDE

QUALITY CONTROL (QC) MANAGER

EARTHWORK CONSTRUCTION INSPECTOR LEVEL 1

EARTHWORK CONSTRUCTION INSPECTOR LEVEL 2

ASPHALT PAVING TECHNICIAN LEVEL 1

ASPHALT PAVING TECHNICIAN LEVEL 2

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SCHEDULE OF FINANCIAL ASSISTANCE

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RECIPIENT NAME & BILLING ADDRESS: CITY OF PAHOKEE 207 BEGONIA DRIVE PAHOKEE, FLORIDA 33476	FINANCIAL PROJECT NUMBER: <u>443363-2-54-01</u>
--	---

I. PHASE OF WORK by Fiscal Year:	FY 2019	FY2020	FY2021	TOTAL
Design- Phase 34	\$ 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
Right of Way- Phase 44				
Right of Way- Phase 44	\$ 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	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54				
Construction/CEI - Phase 54	\$ 210,000.00	\$ 0.00	\$ 0.00	\$210,000.00
Maximum Department Participation - (Specific Appropriation 1906A of Chapter 2018-9 (LOF))	100% or \$ 210,000.00	% or \$	% or \$	% or \$ 210,000.00
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

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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
II. TOTAL PROJECT COST:				
	\$210,000.00	\$0.00	\$0.00	\$210,000.00

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

 2-21-2019
Signature Date

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STATE-FUNDED GRANT AGREEMENT

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EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITY OF PAHOKEE

PROJECT DESCRIPTION: GLADES AREA RESURFACING AND RECONSTRUCTION- PHASE 4

FPID#: 443363-2-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

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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)
- Specific Appropriation 1906A of Chapter 2018-9 (LOF), (CSFA 55.039)

***Award Amount:** \$210,000.00

*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>

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EXHIBIT "E"

RECIPIENT RESOLUTION

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

RESOLUTION 2019 - 06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE STATE-FUNDED GRANT AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

WHEREAS, FDOT is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and Ch. 2018-9 (LOF) Specific Appropriations 1906A, State Legislative Earmark, (CFSA 55.039); and

WHEREAS, the purpose of the Agreement is to provide for FDOT's participation in Glades Area Street Resurfacing and Reconstruction, Phase 4, to provide FDOT financial assistance to the City of Pahokee, to state the terms and conditions upon which FDOT funds will be provided, and to set forth the manner in which the project will be undertaken and completed; and

WHEREAS, FDOT agrees to participate in the Project cost up to the maximum amount of \$210,000, and additionally FDOT's participation in the Project shall not exceed 100% of the total cost of the project.

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

- Section 1. The Agreement shall be effective upon full execution through June 30, 2021.
Section 2. The Mayor is hereby authorized and directed to execute the attached Agreement with the State of Florida Department of Transportation.

PASSED AND ADOPTED this 12th day of February, 2019.

ATTESTED:

[Signature]
Nylene Clarke, Interim City Clerk

[Signature]
Keith W. Babb, Jr., Mayor

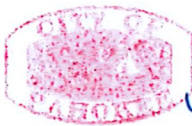
APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
Gary M. Brandenburg, City Attorney

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

Yes
Yes
Yes
Yes
Yes

I hereby certify that this is a true and correct copy of an original document which is on file with the City of Pahokee, Florida



[Signature] 2/13/2019
Interim City Clerk Date

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/.

To: leos.kennedy@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1605

2/20/2019

CONTRACT INFORMATION

Contract:	G1605
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF PAHOKEE
Vendor ID:	F596000400003
Beginning Date of This Agreement:	02/22/2019
Ending Date of This Agreement:	06/30/2021
Contract Total/Budgetary Ceiling:	ct = \$210,000.00
Description:	Glades Area Street Resurfacing and Reconstruction, Phase 4

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 2/20/2019

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55043010404
Expansion Option:	N5
Object Code:	751000
Amount:	\$210,000.00
Financial Project:	44336325401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2019
Budget Entity:	55150200
Category/Category Year:	088862/19
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$210,000.00

RESOLUTION 2020 - 18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING AN AGREEMENT BETWEEN MDO ENGINEERING, INC. AND THE CITY OF PAHOKEE FOR PROFESSIONAL GENERAL ENGINEERING AND CONSULTING SERVICES FOR STORM WATER DRAINAGE PROJECTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida (the "City") issued Request for Qualifications No. 2020-02 (the "RFQ") to identify a consultant to provide professional general engineering and consulting services for all aspect of the City's water and waste water systems, with primary focus on the City's storm water drainage systems projects; and

WHEREAS MDO Engineering, Inc. ("Consultant") was the sole responder to the RFQ and Consultant presented the requisite qualifications to perform the professional general engineering consulting services therein described; and

WHEREAS, Section 2-272(5) of the City of Pahokee Code of Ordinances permits contracts for professional services, such as engineering services, to be approved, authorized and executed in the manner required by law; and

WHEREAS, Section 287.055, Florida Statutes allows for continuing contracts for the provision of engineering and consulting services for work of a specified nature for a fixed term; and

WHEREAS, the City desires to engage Consultant to perform professional general engineering for all aspect of the City's water and waste water systems, with the primary focus on the City's storm water drainage systems projects for a term of three (3) years in accordance with the terms of the agreement attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, the City Commission of the City of Pahokee, Florida has determined that approval of the Agreement is in the best interests of the City and its residents; and

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

Section 1. Adoption of Representations. The foregoing whereas clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorization Approving Agreement and Execution. The City Commission of the City of Pahokee hereby approves the Agreement between the City of Pahokee and MDO Engineering, Inc., attached hereto as Exhibit "A" and further authorizes the City Manager to execute the Agreement.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 28th day of July 2020

Keith W. Babb, Jr., Mayor

ATTEST:

Nohemi Polanco, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bohlen	_____ (Yes)	_____ (No)
Commissioner Everett	_____ (Yes)	_____ (No)
Commissioner Hill	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

Exhibit "A"

Agreement for Engineering Services

(attached)

PROFESSIONAL GENERAL ENGINEERING CONSULTING SERVICES

This Contract is made as of the _____ day of July, 2020 by and between the City of Pahokee, a Political Subdivision of the CITY of the State of Florida, herein after referred to as the CITY, and MDO ENGINEERING, INC (hereinafter "CONSULTANT"), a corporation authorized to do business in the State of Florida.

Whereas, the City advertised a Request for Qualifications Number 2020-02 (the "RFQ") to identify a consultant to provide professional general engineering consulting services related to all aspects of the City's water and waste water systems, with primary focus on the CITY's storm water drainage systems projects.

Whereas, CONSULTANT was the sole responder to the RFQ and CONSULTANT presented the requisite qualifications to perform the professional general engineering consulting services therein described.

Now therefore, in consideration of the mutual promises contained herein, the CITY and CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

CONSULTANT'S responsibility under this Contract is to provide the City with general professional engineering consulting services with primary focus on the CITY'S storm water drainage systems as outlined in the scope of work set forth on Exhibit "A" hereto.

The CITY'S representative/liaison during the performance of this contract shall be Chandler Williamson, City Manager, City of Pahokee, 561.924.5534.

CONSULTANT'S representative/liaison during the performance of this contract shall be Marcos Montes de Oca, PE, President, 863.634.2131.

ARTICLE 2 - SCHEDULE

CONSULTANT shall be available for services to CITY on an "as needed basis" for a period of three (3) years from the contract date.

ARTICLE 3 - METHOD OF ORDERING

The CITY will notify CONSULTANT of each project on an "as needed basis". All terms and conditions set forth in the RFQ are applicable and incorporated herein. Determination of the scope of work for each storm water drainage project will be made by the CITY. The CITY shall at times comply with Section 287.055 Florida Statutes.

ARTICLE 4 - PAYMENTS TO CONSULTANT

Upon the satisfactory completion of services specified in the "Scope of Work", the CITY shall pay CONSULTANT on an hourly basis in accordance with the rate sheet set forth on Exhibit "B" hereto. Completion of tasks is contingent upon acceptance by the CITY's Manager and assigned Project Manager. CONSULTANT shall meet with the CITY when so requested, and shall provide progress reports for each scope of services/task work order issued. Payments to Consultant hereunder shall be in an amount not to exceed \$84,275.00, as set forth on Exhibit "A" hereto unless amended in accordance with the terms set forth in Article 28 hereof.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged CONSULTANTS most favored customer for the same or substantially similar services.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANT. The CITY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 6 - TERMINATION

This Contract may be terminated by CONSULTANT upon thirty (30) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of CONSULTANT. It may also be terminated, in whole or in part, by the CITY, within five (5) business days written notice to CONSULTANT with or without cause. CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminate work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 - PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in CONSULTANT'S key personnel must be made known to the CITY'S representatives and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All CONSULTANT'S personnel while on CITY premises will comply with all CITY requirements, governing conduct, safety and security.

ARTICLE 8 - SUBCONTRACTING

The CITY reserves the right to accept the use of a Subcontractor or to reject the selection of a particular Subcontractor and to inspect all facilities of any Subcontractor in order to make a determination as to the capability of the Subcontractor to perform properly under this Contract. CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If CONSULTANT uses any Subcontractors on this project the following provisions of this Article shall apply:

If a Subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the Subcontractor to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new Subcontractor by the CITY.

In accordance with CITY's goal to entice business to the area, CONSULTANT agrees to make reasonable efforts to retain Subcontractors from the City of Pahokee, City of Belle Glade and the City of South Bay (hereinafter "Tri-cities Area") provided such Subcontractors meet the qualifications as determined by the CONSULTANT.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by CONSULTANT. CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY.

CONSULTANT is not authorized to use the CITY'S Tax Exemption Number in securing such materials.

CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 10 - AVAILABILITY

The CITY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the CITY'S Commission.

ARTICLE 11 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the CITY with at least ten (10) prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as CITY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit not less than \$500,000 Per Occurrence Combined Single Limit for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent CONSULTANTS, project and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by CITY. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Per Occurrence Combined Single Limit for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include coverage for all Owned Autos, Hired Autos and Non-owned Autos. (In this context, the term "Auto" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.).

- D. **Worker's Compensation Insurance & Employers Liability** Workers' Compensation and Employer's Liability coverage is required for all personnel who work on this project. This shall include the personnel of CONSULTANTS and any Subcontractor, regardless of the size of the company. Coverage must include Employer's Liability with minimum limits of \$100,000 each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-each Employee.
- E. Additional Insured CONSULTANT shall endorse the CITY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read City of Pahokee. CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the CITY'S representative a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum then (10) day endeavor to notify due to cancellation or non-renewal of coverage.
- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have and Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability or Employers Liability. The CITY shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a Follow-Form basis.
- I. **Right to Review** CITY, by and through its Community & Economic Development Department, in cooperation with the Risk Management department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 12 - RESPONSIBILITIES OF THE CITY

The CITY will provide the following services and data to CONSULTANT for the performance of each task/work order as related to the storm drainage system projects:

- A. Available data and information, including project objectives, constraints, budgetary limitations, and time restraints.
- B. Available drawings, maps, specifications, schedules, reports, data and other information developed by the CITY and its member local government and agencies which the CITY considers pertinent to the CONSULTANT'S responsibilities, as described herein.

ARTICLE 13 - RESPONSIBILITIES OF THE CONSULTANT

- A. The CONSULTANT shall perform only those services directly authorized by the CITY.
- B. Progress reports and invoices shall be provided as specified in the task work orders.
- C. All computer analysis will be performed on current technology/compatible computers utilizing software and analysis techniques approved by the CITY.
- D. All documents and support materials developed for the CITY will be prepared in Microsoft Office format such as Word, Excel, Power Point.
- E. All Geographical Information System (GIS) related information will be provided in ESRI ARCIINO format (Version 7.0 or later) and readable in ARC View. The coverage shall be in State Plane Feet BAD83 Zone 3601 and shall be based on the National Grid System where available.
- F. All graphics are to be provided to the CITY in a photo ready reproducible forma. When appropriate, maps and graphics should be prepared using the specified GIS software.
- G. All materials shall be provided to the CITY in both hard copy and electronic format.
- H. The CONSULTANT will provide the CITY with both hard copy and electronic format of all work products (reports, spreadsheets, data sets, drawings, graphics, etc.) in a format compatible with the CITY's computer systems. Computations based on computer programs other than the CITY's must conform to all CITY accuracy and format requirements. Prior to providing work products in any other format, the CONSULTANT must be granted permission to do so by the CITY.

ARTICLE 14 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold CITY, 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 and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANTS.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The CITY and CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and CONSULTANT.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the STATE of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. 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.

ARTICLE 17 - CONFLICT OF INTEREST

CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

CONSULTANT shall promptly notify the CITY's representative, in writing via email and certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business associate, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by CONSULTANT. The CITY agrees to notify CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONSULTANT, the CITY shall so state in the notification and CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by CONSULTANT under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

CONSULTANTS shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of CONSULTANT or its Subcontractor and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and if CONSULTANT'S failure to perform was without it or its Subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the CITY'S right to change, terminate, or stop any or all of the work at any time.

ARTICLE 19 - ARREARS

CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

CONSULTANT shall deliver to the CITY'S representative for approval and acceptance and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all

places, be subject to CONSULTANT'S sole direction, supervision, and control. CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects. CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 22 - CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - ACCESS AND AUDITS

CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONSULTANT'S place of business. The City shall have the right to require CONSULTANT to conduct an annual audit and provide CITY the audit report within ninety (90) days of the close out for each respective year,

ARTICLE 24 - NONDISCRIMINATION

CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

ARTICLE 25 - AUTHORITY TO PRACTICE

CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 26 - SEVERABILITY

If any terms or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, CONSULTANT certifies that it, its affiliates, suppliers, Subcontractors and CONSULTANT'S 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 36 months immediately preceding the data hereof. This notice is required by F.S. 287.133(s)(a).

ARTICLE 28 - MODIFICATION OF WORK

The CITY reserves the right to make changes in Scope of Work, including alternations, reductions therein or additions thereto. Upon receipt by CONSULTANT of the CITY'S notification of a contemplated change. CONSULTANT shall, in writing (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change , (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and CONSULTANT shall not commence work on any such change until such written amendment is signed by CONSULTANT and approved and executed on behalf of CITY.

ARTICLE 29 - NOTICE

All notices required in the Contract shall be sent by via email and certified mail, return receipt requested, hand delivered or other delivery services requiring signed acceptance.

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

Chandler F. Williamson, City Manager
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476

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

Marcos Montes de Oca, PE, President
MDO Engineering, Inc.
P.O. Box 1001
Okeechobee, Florida 34973

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work.

ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK

CONSULTANT shall provide CITY a Florida Department of Law Enforcement criminal history information on all person not employed by the CITY who repair, deliver or provide goods or services for, to or on behalf of the CITY. CONSULTANT is solely responsible for understanding the financial, schedule, and staffing implications of this requirement.

ARTICLE 32 - REGULATIONS, LICENSING REQUIREMENTS

CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility.

ARTICLE 33 - NON-EXCLUSIVE

The CITY reserves the right to acquire some or all of these services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided that State of Florida contract offers a lower price for the same goods and services. Additionally, CITY reserves the right to award other contracts for goods and services falling within the scope of this contract when the specifications differ from this Contract.

ARTICLE 34 - PERFORMANCE DURING EMERGENCY

By entering into this Contract, CONSULTANT agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, CONSULTANT agrees to provide all goods and services to CITY throughout the emergency/disaster at the terms, conditions and prices as outlined in

a task/work order. CONSULTANT shall furnish a twenty-four (24) hour phone number to the CITY in the event of such an emergency. Failure to provide the service during an emergency/disaster shall constitute breach of contract and made CONSULTANT subject to sanctions from further business with the CITY.

ARTICLE 35 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

CONSULTANT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from CONSULTANT and its subcontractors and lower tier subcontractors. CONSULTANT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the CONSULTANT or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed by CITY to be a breach of this Contract justifying its termination.

IN WITNESS WHEREOF, CITY and CONSULTANT has hereunto set its hand the day and year above written.

CITY OF PAHOKEE

MDO ENGINEERING, INC.

Keith W. Babb, Jr., Mayor

Marcos Montes de Oca, PE, President

Date:

Date:

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Burnadette Norris - Weekes, City Attorney

ATTEST:

Mayor Keith Babb _____
Vice Mayor Clara Murvin _____

Nohemi Polanco, Acting City Clerk

Commissioner Regina Bohlen
Commissioner Benny Everett
Commissioner Felisia Hill

EXHIBIT "A"

SCOPE OF WORK

MDO shall prepare for review and presentation to the CLIENT, a drainage report for the analysis of a drainage pipe and canal improvements to be completed within the storm water drainage projects, such as in the East Lake Village neighborhood. The report shall determine drainage area, potential runoff and size of piping, ditch and canal deficiencies, for the area. The report will include but not limited to recommendations for the culvert, canal re-grading, maintenance and other drainage improvements in the area will also be included for review. It is anticipated the report will include canal improvements in the area of the storm water projects and adjacent areas as preliminary inspections indicate. The improvements will be focusing on the main drainage flow areas with notes for the additional neighborhood as per field inspections with noted provided for applicable best management practices for the neighborhoods. The report will be limited to the particular storm water drainage project/area. This scope does include an engineer's estimate of probable cost for purposes of budgeting the work to be completed.

Not to Exceed \$20,050

Permitting Services

MDO will prepare for CLIENT signature permits to the CLIENT and SFCD for review of the any canal re-grading to the area and respond to no more than two requests for additional information under this scope. Culverts, canal work proposed and other items under direction of work will be replacements and are assumed to be considered maintenance and subsequent notice to the applicable agencies per site inspection. MDO will give certification of work as noted in scope below once construction is completed in conformance to the prepared plans.

Time and Estimate of \$ 3,850

Construction Plan Preparation

MDO shall prepare construction plans for any of the above improvements storm water drainage projects, including but not limited to the area of the East Lake Village neighborhood. The improvements in the construction plans will be limited to the findings of the report prepared for review of the specified area. The construction plans will include pipe locations elevations, canal cross sections and quantities for cross sections for the proposed materials to be removed. The plans will be of sufficient detail to include piping installations, embankments, canal re-grading and excavation, clearing and grubbing, and turbidity controls. The plans will focus on the greater areas of drainage of the right of ways with notes for remaining typical roadway right of ways and culverts. Roadway, sidewalk, etc. Construction and/or restoration will be included if the required to achieve the construction of the proposed facilities as noted in the report above.

The plans will be based upon the survey in digital AutoCAD format as obtained to MDO from the CLIENT. The plans will be limited to the report focus area. MDO shall submit construction plans for review at the 60% and 90% level for staff, public works, and SFCD review of the plans.

Lump Sum Fee \$ 34,750

Bidding and Services During Construction

MDO will assist the CLIENT in the bidding and construction contractor selection by verifying references, and contractor licensure. MDO will conduct onsite pre-bid meeting, and pre-construction meeting prior to commencement of work. Prior to closure MDO will conduct a substantial completion meeting as well as a final walkthrough for the project as prepared and scoped above.

MDO will Conduct onsite inspections of the work, to ensure specifications and intent of construction plans are achieved. MDO will prepare certifications to the CLIENT for the work upon its completion. MDO Engineering will perform periodic inspections of the roadway resurfacing activities for the purposes of observing the progress and quality of the work, and to determine whether or not the work is proceeding in accordance with the construction drawings and specifications. It is assumed the project will be last approximately 3 months. This effort is directed toward providing the CLIENT a greater degree of confidence that the completed project will conform to the requirements contained in the approved drawings, specifications and regulatory agency permits. The services performed will include:

- Construction Observation of the Site Work as required for certification compliance
- Site construction visits as needed to observe the work.
- Contractor Coordination and Review of Shop Drawings
- Final Inspection and Certification of Completed Work

At the conclusion of the work, MDO will prepare certification of construction based upon field inspections and certified as-built information obtained by a licensed Professional Surveyor and Mapper, if required, which will be provided by the CLIENT. For the purpose of this proposal, we have provided a lump sum estimate of the cost associated with this task. We will not perform additional work on this task without your prior approval. This scope fee will not be exceeded without discussion with CLIENT of out of scope items.

Time & Expense Estimate: \$25,625

Items not included in this scope of work are:

Survey Services
Environmental Services
AS-built Services
Geotechnical Services
Bidding Services

Contract Total: \$84,275

Please note, permitting application fees are not included with estimates shown above.

End Exhibit A – Scope of Work

MDO ENGINEERING INC.

Standard Hourly Rates

Effective July 1, 2012 (Rev 8/1/2015)

Engineers, Planners, Architects, Landscape Architects, Geologists & Construction

Assistant	\$85.00 per hour
Associate	\$95.00 per hour
Principal / Officer	\$135.00 per hour

Technical/Designer Personnel:

Designer/Technician	\$ 85.00 per hour
Senior Designer Technician	\$110.00 per hour

CADD Personnel:

CADD Operator	\$85. 00 per hour
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Administrative Personnel:

Project Administrative Support	\$ 45.00 per hour
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Construction Inspection:

Assistant Field Representative	\$ 85.00 per hour
Senior Project Representative	\$ 105.00 per hour

Direct Project Expenses:

Travel - Automobile/Truck	Current IRS Rate
Travel - Other than Automobile	