

Keith W. Babb, Jr.
MAYOR

Regina Bohlen
VICE-MAYOR

Greg Thompson
INTERIM CITY MANAGER

Tijauna Warner
CITY CLERK

"Building a City and Community of Choice"

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

www.cityofpahokee.com

COMMISSIONERS:

Clara "Tasha" Murvin

Juan Gonzalez

Sara Perez

Gary Brandenburg
CITY ATTORNEY

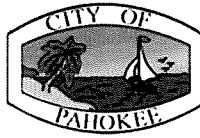
**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION AGENDA
Tuesday, September 28, 2021 6:00 p.m.
Meeting Streamed By YouTube - LIMITED CAPACITY**

- 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
- F. CONSENT AGENDA
- G. REGULAR AGENDA
 1. ORDINANCE(S) & PUBLIC HEARING:
 - A. **ORDINANCE 2021 – 06 (second reading) AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, DESIGNATING THE CITY CLERK AS THE CITY'S OFFICIAL REPRESENTATIVE IN ALL TRANSACTIONS WITH THE SUPERVISOR OF ELECTIONS IN RELATION TO MATTERS PERTAINING TO THE USE OF REGISTRATION BOOKS AND RECORDS FOR THE HOLDING OF ALL MUNICIPAL ELECTIONS; PROVIDING FOR THE CANVASSING BOARD OF PALM BEACH COUNTY, FLORIDA, TO CANVASS ALL MUNICIPAL ELECTIONS, COMPOSITION OF CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.**
 - B. **RESOLUTION 2021 – 33 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A FINAL MILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.**
 - C. **RESOLUTION 2021 – 34 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA RELATING TO FINANCES, PROVIDING FOR THE ADOPTION AND FUNDING OF THE FINAL MUNICIPAL BUDGET OF THE CITY OF PAHOKEE, FLORIDA IN THE AMOUNT OF \$7,246,112.00, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**
 2. RESOLUTION(S)
 - A. **RESOLUTION 2021 – 35 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANGER TO EXECUTE POLLING LOCATION AGREEMENT FORM BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND CITY OF PAHOKEE.**
 - B. **RESOLUTION 2021 – 36 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE EXECUTION OF STATE-FUNDED GRANT**

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



Keith W. Babb, Jr.
MAYOR

Regina Bohlen
VICE-MAYOR

Greg Thompson
INTERIM CITY MANAGER

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CITY ATTORNEY

**CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION AGENDA**

Tuesday, September 28, 2021 6:00 p.m.

AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A," WHICH SPECIFIES THE DELIVERABLES FOR CONSTRUCTION SERVICES FOR MCCLURE ROAD FROM PALM ROAD TO SOUTH LAKE DRIVE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORITY; PROVIDING FOR AN EFFECTIVE DATE.

C. RESOLUTION 2021 – 37 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE 2022 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY SUPERVISOR OF ELECTIONS, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

3. OTHER AGENDA ITEMS PRESENTATION:

A. LIABILITY INSURANCE – MIKE MORRILL (FLORIDA LEAGUE OF CITIES)

H. REPORT OF THE CITY MANAGER

I. REPORT OF THE CITY ATTORNEY

J. OLD BUSINESS:

1. OBSERVED HOLIDAYS 2021 - 2022

K. NEW BUSINESS:

1. CENTENNIAL (100TH YEAR) CELEBRATION

L. COMMISSIONER COMMENTS

M. ADJOURN (BY MOTION AND APPROVAL OF MAJORITY PRESENT)

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



PUBLIC HEARING

ORDINANCE NO. 2021-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, DESIGNATING THE CITY CLERK AS THE CITY'S OFFICIAL REPRESENTATIVE IN ALL TRANSACTIONS WITH THE SUPERVISOR OF ELECTIONS IN RELATION TO MATTERS PERTAINING TO THE USE OF REGISTRATION BOOKS AND RECORDS FOR THE HOLDING OF ALL MUNICIPAL ELECTIONS; PROVIDING FOR THE CANVASSING BOARD OF PALM BEACH COUNTY, FLORIDA, TO CANVASS ALL MUNICIPAL ELECTIONS, COMPOSITION OF CANVASSING BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pahokee ("City Commission") desires to establish and maintain a reliable and consistent election process for the City of Pahokee.

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

SECTION 1. Designation of the City Clerk as Official Representative

The Clerk of the City is designated as the official representative of the City of Pahokee in all transactions with the Supervisor of Elections of Palm Beach County, Florida, and all matters pertaining to the use of registration books and records for the holding of all City of Pahokee elections.

SECTION 2. Canvassing Board

The City of Pahokee designates the Palm Beach County Canvassing Board, appointed by the Palm Beach County Board of County Commissioners and Chief Judge of the 15th Judicial Circuit ("PBCCB") as the City of Pahokee Canvassing Board., and delegates all canvassing duties, as defined by Florida Statutes and the City of Pahokee Charter, to the PBCCB. The PBCCB shall be composed of the Palm Beach County Supervisor of Elections, a County Judge appointed by the 15th Judicial Circuit Chief Judge, who will act as Chair, the Chair of the Board of County Commissioners or their respective alternate or substitute.

SECTION 3. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. Conflict.

All sections or parts of sections of the revised Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

SECTION 5. Inclusion in the Code of Ordinances

It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and are made a part of the Code of Ordinances of the City of Pahokee, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

SECTION 6. Effective Date

This Ordinance shall take effect immediately upon final passage.

PASSED FIRST READING this 15th day of September, 2021.

PASSED SECOND READING this 28th day of September, 2021.

ATTESTED:

Tijauna Warner, City Clerk

Keith J. Babb, Jr., Mayor

APPROVED AS TO
LEGAL SUFFICIENCY:

Mayor Babb _____
Vice Mayor Bohlen _____
Commissioner Murvin _____
Commissioner Gonzalez _____
Commissioner Perez _____

By: _____
Gary M. Brandenburg, City Attorney

ADOPTION OF RESOLUTION RELATING TO FINAL MILLAGE FOR FISCAL YEAR 2021-2022

RESOLUTION 2021 - 33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A FINAL MILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Commission of the City of Pahokee, Florida, on September 15, 2021, adopted a Fiscal Year 2021-2022 Tentative Millage Rate following a public hearing as required by Section 200.065, Florida Statutes; and

WHEREAS, the current year's gross taxable value for operating purposes, not exempt from taxation, within Palm Beach County has been certified by the County Property Appraiser to the City of Pahokee as Ninety-Three Million Nine Hundred Sixty-Nine Thousand Three Hundred Fifty-One Dollars (\$99,515,360.00); and

WHEREAS, the City Commission of the City of Pahokee, Florida, finds and determines that it is necessary for taxes to be levied upon all taxable real and personal property in the City of Pahokee, Florida in order to meet the obligations incident to providing for the orderly conduct of governmental business of the city, maintaining peace and good order in the City and payment of general operating expenses of the City; 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. Final Millage. The City Commission of the City of Pahokee hereby adopts a final millage rate of 6.5419 mills for Fiscal Year 2021-2022, commencing October 1, 2021, through September 30, 2022, which is \$6.5419 per \$1,000.00 of taxable property value within the City of Pahokee.

Section 3. The rolled-back rate for the City of Pahokee for the Fiscal Year commencing October 1, 2021, through September 30, 2022, shall be and is hereby fixed at the rate of 6.0917 mills. The levy of 6.5419 mills is greater than the rolled back rate of 6.0917 by 7.39 percent, as set forth in Exhibit "A" attached hereto.

Section 4. Instructions to The City Manager. The City Manager is directed to forward a copy of this resolution to the Palm Beach County Property Appraiser and the Palm Beach County Tax Collector.

Section 5. Effective Date. This resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED on this 28th day of September 2021.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, City Clerk

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

Gary Brandenburg
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Vice Mayor Bohlen	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Murvin	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

EXHIBIT "A"

Percentage of Increase in Millage Over Roll-Back Rate

(attached)

Percentage of Increase In Millage Over Roll-Back Rate:

The City of Pahokee's Percentage Increase in Millage over Rolled-Back Rate is 7.39%. Fiscal Year 2021-2022 rolled-back taxes are \$606,218 (95% budgeted = **\$575,907**) and Fiscal Year 2021-2022 proposed taxes are \$651,020 (95% budgeted = **\$618,469**). Fiscal Year 2021-2022 proposed **tax increase is \$36,282** and Fiscal Year 2021-2022 **rolled-back rate is 6.0917**. The Fiscal Year 2020-2021 millage rate was 6.5419 and Fiscal Year 2021-2022 proposed millage is 6.5419. The Fiscal Year 2021-2022 proposed millage decrease is 0.00 and the 2020-2021 rolled-back rates was 6.2283.

ADOPTION OF RESOLUTION RELATING TO FINAL MUNICIPAL BUDGET FOR FISCAL YEAR

RESOLUTION 2021 - 34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA RELATING TO FINANCES, PROVIDING FOR THE ADOPTION AND FUNDING OF THE FINAL MUNICIPAL BUDGET OF THE CITY OF PAHOKEE, FLORIDA IN THE AMOUNT OF \$7,246,112.00, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the adoption and implementation of a final fiscal budget to provide municipal expenses for the fiscal year beginning October 1, 2021, and ending September 30, 2022, for the City of Pahokee, Florida is essential and is hereby attached as Exhibit "A".

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 clause is hereby ratified and confirmed as being true, and the same is hereby made a specific part of this Resolution.

Section 2. Adoption of Final Fund Budgets. The City of Pahokee, Florida, hereby adopts for the fiscal year, beginning October 1, 2021, and ending September 30, 2022, the final fund budgets set forth herein.

Section 3. Final Fund Budgets. The City Commission finds and determines that the sums set forth in the following final fund budgets are necessary to preserve the Public Health, Public Peace, and Public Welfare of the City of Pahokee, Florida, and are necessary to properly function as a City.

(a) There is hereby appropriated for the General Fund of the City of Pahokee, Florida for the above-described fiscal year, the total sum of Four Million Three Hundred Ninety-Seven Thousand Five Hundred Twenty-Two Dollars (\$4,397,522.00) to provide for the budget of the General Fund.

(b) There is hereby appropriated from the Special Revenue Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Three Hundred Forty-Eight Thousand Sixty-One Dollars (\$348,061.00).

(c) There is hereby appropriated from the Henderson Endowment Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Two Hundred Fifty Dollars (\$250.00).

(d) There is hereby established for the budget of the Debt Service Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of One Hundred Thirty-Five Thousand Two Hundred Thirty-Four Dollars (\$135,234.00).

(e) There is hereby established for the budget of the Capital Project Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of One Million Eight Hundred Ninety-Three Thousand Nine Hundred Forty-Three Dollars (\$1,893,943.00).

(f) There is hereby established for the budget of the Marina Campground Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Two Hundred Sixty-Five Thousand Four Hundred Sixty-Two Dollars (\$265,462.00).

(g) There is hereby established for the budget of the Cemetery Fund of the City of Pahokee, Florida for the above-described fiscal year the total sum of Two Hundred Five Thousand Six Hundred Forty Dollars (\$205,640.00).

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

PASSED and ADOPTED on this 28th day of September 2021.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, City Clerk

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

Gary Brandenburg
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Vice Mayor Bohlen	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Murvin	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

EXHIBIT "A"

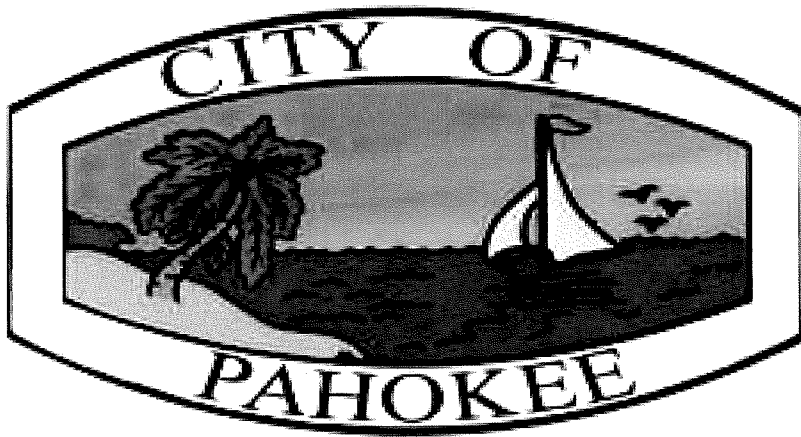
Proposed Budget FY 2021-2022

(attached)

City of Pahokee, Florida

2021-2022

Proposed Budget



"The Grassy Waters Gateway to Lake Okeechobee"

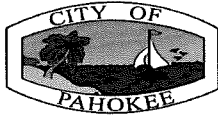
*207 Begonia Drive
Pahokee, FL 33476*

(561) 924-5534

www.cityofpahokee.com

Proposed Budget

Tuesday, September 28, 2021



City of Pahokee Proposed Budget 2021-2022

"The Grassy Waters Gateway to Lake Okeechobee"

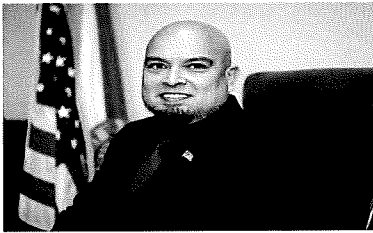
Keith Babb Jr.
Mayor



Regina Bohlen
Vice Mayor



Juan Gonzalez
Commissioner



Sara Perez
Commissioner



Clara "Tasha" Murvin
Commissioner



Gregory Thompson
Interim City Manager

Incorporated
1922
Population
5,649

Prepared by:
Finance Department
www.Cityofpahokee.com

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**CITY OF PAHOKEE, FLORIDA
BUDGET SUMMARY
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022**

**THE PROPOSED OPERATING BUDGET EXPENDITURES/EXPENSES OF THE CITY OF PAHOKEE, FLORIDA ARE
6.5% MORE THAN PRIOR YEAR'S TOTAL OPERATING EXPENDITURES/EXPENSES**

Roll back rate 6.0917

Estimated Revenues:

Taxes: Millage per \$1000

6.5419

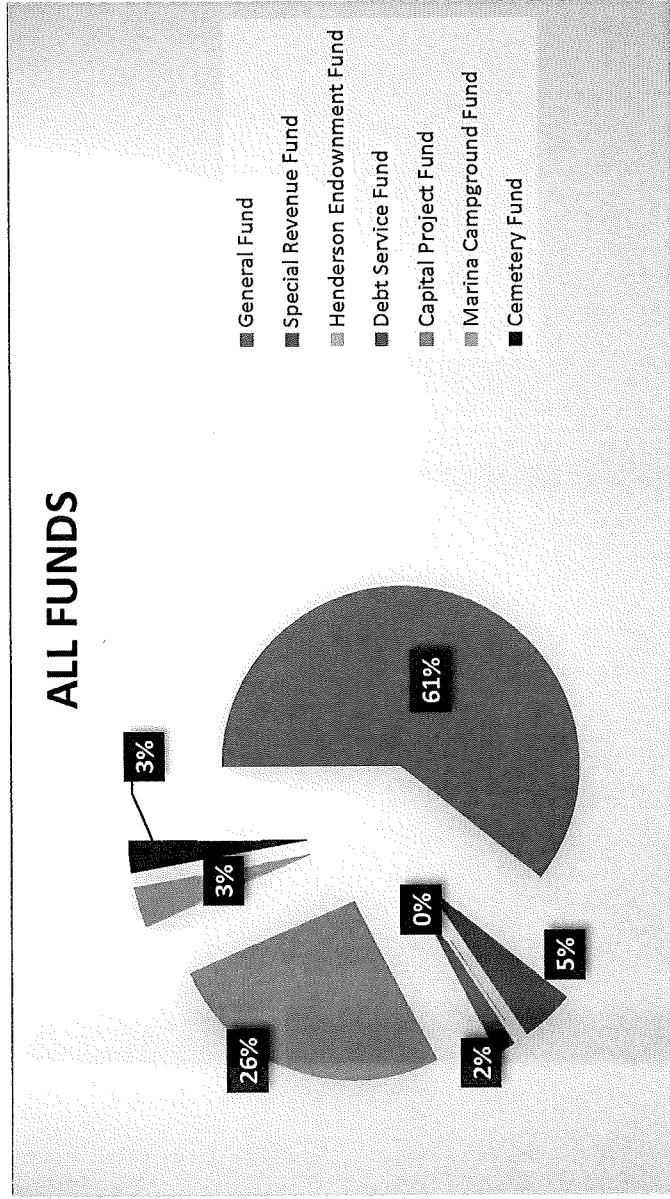
	General Fund	Special Revenue Fund	Henderson Endowment Fund	Debt Service Fund	Capital Project Fund	Marina Campground Fund	Cemetery Fund	Total Budget
Ad Valorem Taxes	618,469	-	-	-	-	-	-	618,469
Sales and Use Taxes	1,276,247	348,061	-	-	-	-	-	1,624,308
Franchise Fees	428,955	-	-	-	-	-	-	428,955
Utility Service Taxes	337,609	-	-	-	-	-	-	337,609
Licenses and Permits	79,302	-	-	-	-	-	-	79,302
Intergovernmental Revenue	302,186	-	-	-	1,893,943	-	-	2,196,129
Charges for Services	680,020	-	-	-	-	204,640	-	884,660
Fines and Forfeits	119,000	-	-	-	-	-	-	119,000
Interest Earnings & Rents	92,745	-	250	-	-	129,357	-	222,352
Enterprise Management Fees	-	-	-	-	-	-	-	-
Miscellaneous Revenue	235,774	-	-	-	-	-	-	235,774
Interfund Transfers In	-	-	-	135,234	-	136,105	1,000	272,339
Appropriated Fund Balance	227,215	-	-	-	-	-	-	227,215
Total Estimated Revenues, Transfers, and Appropriations	4,397,522	348,061	250	135,234	1,893,943	265,462	205,640	7,246,112

Expenditures/Expenses:

General Government	1,502,902	-	-	-	-	-	-	1,502,902
Public Safety	565,502	-	-	-	-	-	-	565,502
Physical Environment	489,600	212,827	-	-	1,893,943	265,462	205,640	3,067,472
Road and Street Expenses	928,954	-	-	-	-	-	-	928,954
Human Services	106,698	-	-	-	-	-	-	106,698
Culture and Recreation	667,760	-	-	-	-	-	-	667,760
Debt Service	-	-	-	135,234	-	-	-	135,234
Interfund Transfers Out	136,105	135,234	250	-	-	-	-	271,589
Total Appropriated Expenditures/Expenses, Reserves and Transfers	4,397,522	348,061	250	135,234	1,893,943	265,462	205,640	7,246,112

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

General Fund	\$ 4,397,522	61%
Special Revenue Fund	348,061	5%
Henderson Endowment Fund	250	0%
Debt Service Fund	135,234	2%
Capital Project Fund	1,893,943	26%
Marina Campground Fund	265,462	4%
Cemetery Fund	205,640	3%
	<u>\$ 7,246,112</u>	<u>100%</u>



City of Pahokee, Florida
Departmental Revenues & Expenditures Projections
Comparison By Fund
For The Fiscal Year Ending September 30, 2022

Fund	Adopted Budget 2020-2021	Proposed Budget 2021-2022	Variance	% Inc /Dec
GENERAL FUND				
Total Revenues	\$ 3,958,104	\$ 4,397,522	\$ 439,418	11.10%
Expenditures by Department				
Commission	\$ 128,398	\$ 113,320	\$ (15,078)	-11.74%
City Manager	219,029	208,159	\$ (10,870)	-4.96%
City Clerk	84,452	113,134	\$ 28,682	33.96%
Financial & General Accounting	270,895	284,416	\$ 13,521	4.99%
Human Resources	83,877	106,698	\$ 22,821	27.21%
IT / GATV Access	20,100	45,000	\$ 24,900	123.88%
Legal Counsel	81,600	100,000	\$ 18,400	22.55%
Comprehensive Planning	25,750	20,750	\$ (5,000)	-19.42%
Police	565,502	565,502	\$ 0	0.00%
Protective Inspections	193,395	279,896	\$ 86,501	44.73%
Roads & Streets	1,272,705	1,418,554	\$ 145,849	11.46%
Community Development	103,736	153,596	\$ 49,860	48.06%
Recreation (City)	437,863	521,684	\$ 83,821	19.14%
Recreation (PBC)	114,145	112,693	\$ (1,452)	-1.27%
Parks	33,383	33,383	\$ -	0.00%
Non-Departmental	187,169	184,632	\$ (2,537)	-1.36%
Transfers Out	136,105	136,105	\$ -	0.00%
Total Expenditures and Transfers	\$ 3,958,104	\$ 4,397,522	\$ 439,418	11.10%
Revenue	\$ 348,061	\$ 348,061	\$ -	0.00%
Transfer In	-	-	-	0.00%
Total Revenues and Transfers	\$ 348,061	\$ 348,061	\$ -	0.00%
Expenses	\$ 212,827	\$ 212,827	\$ -	0.00%
Transfers Out	\$ 135,234	\$ 135,234	\$ -	0.00%
Total Expenses and Transfers	\$ 348,061	\$ 348,061	\$ -	0.00%
HENDERSON ENDOWMENT FUND				
Revenue	\$ 3,000	\$ 250	\$ (2,750)	-91.67%
Transfer In	-	-	-	0.00%
Total Revenues and Transfers	\$ 3,000	\$ 250	\$ (2,750)	-91.67%
Expenses	\$ -	\$ -	\$ -	0.00%
Transfers Out	\$ 3,000	\$ 250	\$ (2,750)	-91.67%
Total Expenses and Transfers	\$ 3,000	\$ 250	\$ (2,750)	-91.67%
Debt Service Fund				
Revenue	\$ -	\$ -	\$ -	0.00%
Transfer In	135,234	135,234	\$ 0	0.00%
Total Revenues and Transfers	\$ 135,234	\$ 135,234	\$ 0	0.00%
Expenses	\$ 135,234	\$ 135,234	\$ -	0.00%
Transfers Out	-	-	-	0.00%
Total Expenses and Transfers	\$ 135,234	\$ 135,234	\$ -	0.00%
Capital Project Fund				
Revenue	\$ 1,893,943	\$ 1,893,943	\$ -	0.00%
Transfer In	-	-	-	0.00%
Total Revenues and Transfers	\$ 1,893,943	\$ 1,893,943	\$ -	0.00%
Expenses	\$ 1,893,943	\$ 1,893,943	\$ -	0.00%
Transfers Out	-	-	-	#DIV/0!
Transfers Out	-	-	-	#DIV/0!
Total Expenses and Transfers	\$ 1,893,943	\$ 1,893,943	\$ -	0.00%
MARINA & CAMPGROUND FUND				
Revenue	\$ 120,500	\$ 129,357	\$ (8,857)	7.35%
Transfer In	136,105	136,105	\$ -	0.00%
Total Revenues and Transfers	\$ 256,605	\$ 265,462	\$ (8,857)	3.45%
Expenses	\$ 256,605	\$ 265,462	\$ 8,857	3.45%
Transfers Out	-	-	-	0.00%
Total Expenses and Transfers	\$ 256,605	\$ 265,462	\$ 8,857	3.45%
CEMETERY FUND				
Revenue	\$ 207,833	\$ 204,640	\$ 3,193	-1.54%
Transfer In	3,000	1,000	\$ (2,000)	-66.67%
Total Revenues and Transfers	\$ 210,833	\$ 205,640	\$ 5,193	-2.46%
Expenses	\$ 210,833	\$ 205,640	\$ (5,193)	-2.46%
Transfers Out	-	-	-	0.00%
Total Expenses and Transfers	\$ 210,833	\$ 205,640	\$ (5,193)	-2.46%
TOTAL REVENUES - ALL FUNDS	\$ 6,805,780	\$ 7,246,112	\$ 440,332	6.47%
TOTAL EXPENSES - ALL FUNDS	\$ 6,805,780	\$ 7,246,112	\$ 440,331	6.47%

General Fund
Personnel Services

For the Fiscal Year Ending September 30, 2022
(Proposed)

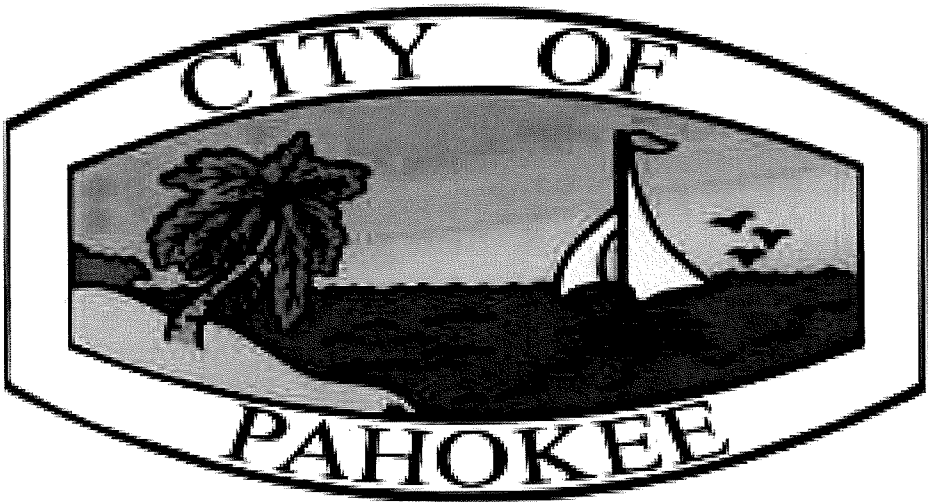
Personnel Service Detail

<u>Classification</u>	<u>Number of Positions</u>
Accounts Payable Clerk	1
Athletic Coordinator	1
Administration Assistant	1
Assistant Director of Parks & Recreation	1
Cemetery Supervisor	1
Cemetery Worker I	2
City Clerk	1
City Manager	1
Clerk Specialist	1
Planning, Building & Zoning Manager	1
Code Enforcement Officer (Part Time)	1
Code Enforcement Officer Senior	1
Commission	5
Custodian (Part time)	1
Custodian/Maintenance (Parks & Recreation)	1
Director of Community & Economic Dev	1
Director of Finance	1
Director of Parks & Recreation	1
Director of Public Services	1
Driver & Group Leader	1
Executive Assistant	1
Grant Writer	1
Recreational Specialist (Part time- Seasonal)	2
Human Resources Director	1
Junior Accountant	1
Maintenance I (PW)	7
Maintenance I (Part time)	1
Maintenance II (PW)	1
Maintenance III	1
Marina Clerk	1
Marina Store Manager	1
Park Ranger	1
Program Director	1
Public Services Assistant Director	1
Program Specialist I & II	2
Public Works Clerk	1
Summer Camp Counselors	2
Pad Attendant (Part time- Seasonal)	1
	<hr/>
	52
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CITY OF PAHOKEE, FL
Proposed Budget for Fiscal Year 2021-2022
Personnel Service Cost by Department

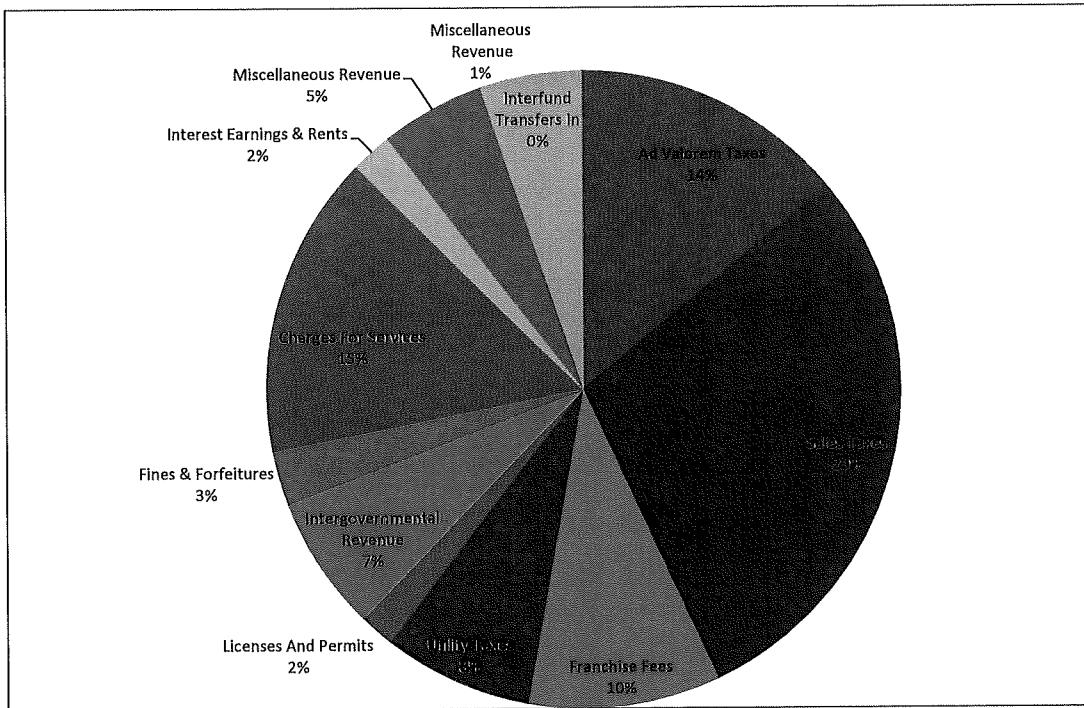
General Funds	Department / Division	2021 Funded Positions	2022 Funded Positions	Current Salaries	FICA		Retirement	Life/Health Insurance	Workers Comp	TOTALS
					Salaries	Workers Comp				
511000	City Commission	5	5	\$ 28,200	\$ 2,157	\$ 2,073	\$ 18,371	\$ 19	\$ 50,820	
512010	City Manager	1	1	\$ 129,000	\$ 9,180	\$ -	\$ -	\$ 79	\$ 136,159	
512020	City Clerk	1	1	\$ 52,000	\$ 5,508	\$ 5,292	\$ 7,462	\$ 47	\$ 90,309	
513010	Finance	4	4	\$ 170,800	\$ 13,727	\$ 13,189	\$ 22,388	\$ 117	\$ 228,859	
513020	Human Resources	1	1	\$ 52,000	\$ 4,877	\$ 4,594	\$ 7,462	\$ 77	\$ 80,760	
524000	Protective Inspections	3	3	\$ 119,000	\$ 13,338	\$ 12,815	\$ 22,388	\$ 2,273	\$ 225,174	
541000	Roads and Streets	14	17	\$ 413,263	\$ 39,242	\$ 44,403	\$ 89,552	\$ 31,452	\$ 717,615	
555000	Community Development	2	3	\$ 75,000	\$ 8,466	\$ 8,134	\$ 7,462	\$ 113	\$ 134,846	
572000	Recreation Dept- City	5	10	\$ 180,347	\$ 19,356	\$ 18,597	\$ 22,388	\$ 3,988	\$ 317,353	
572020	Recreation Dept-PBC	2	2	\$ 68,600	\$ 5,248	\$ 8,842	\$ 12,115	\$ 2,588	\$ 97,393	
590000	Non Departmental	0	0							
	General Funds Total								\$ 2,079,288	
	Enterprise & Special Revenue Funds									
575000	Marina & Campground	1	1	\$ 15,600	\$ 1,301	\$ 1,250	\$ 680	\$ -	\$ 23,159	
539000	Cemetery	3	3	\$ 86,420	\$ 6,652	\$ 5,963	\$ 18,172	\$ 4,485	\$ 121,692	
	Enterprise Funds Totals									
	ALL TOTAL FUNDS		52	\$ 1,686,428	\$ 129,053	\$ 125,152	\$ 228,439	\$ 45,238	\$ 2,224,139	

General Fund



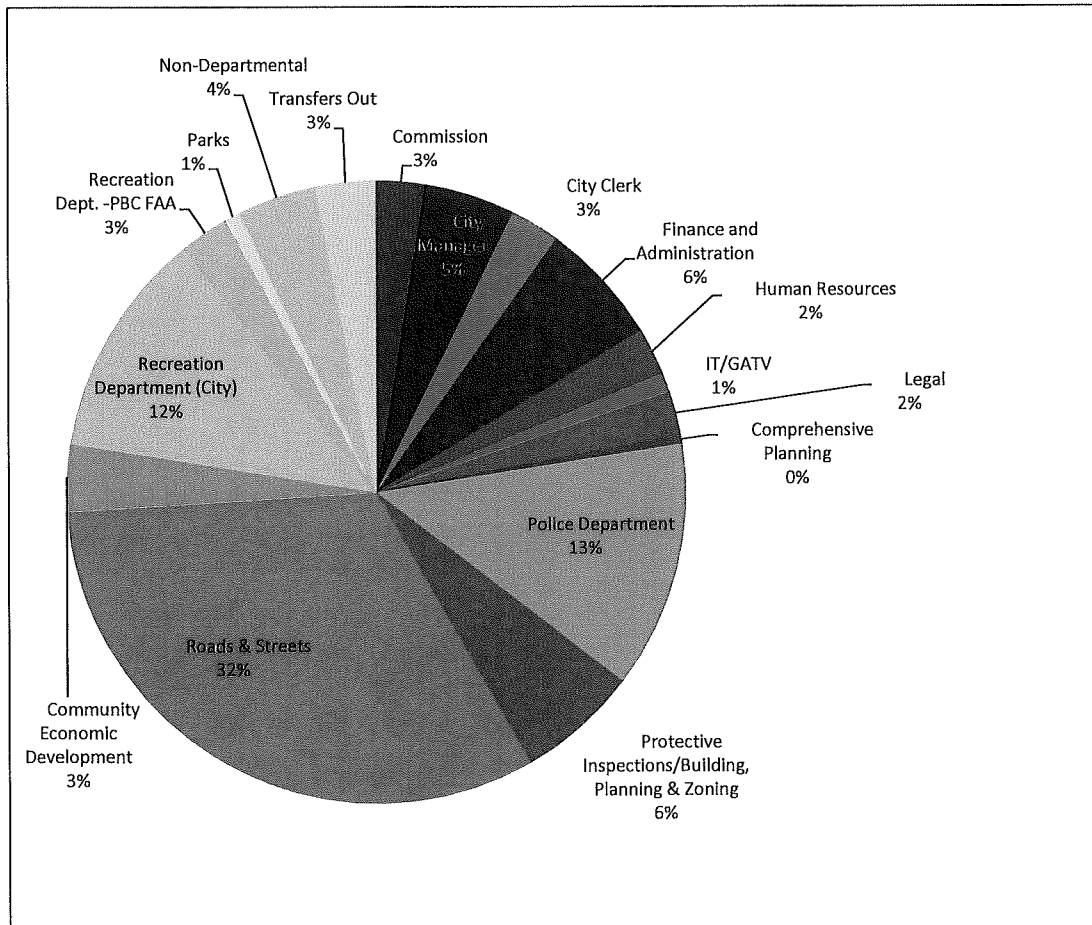
City of Pahokee, Florida
General Fund
Revenues by Type
For The Fiscal Year Ending September 30, 2022

Revenues	Proposed Budget	Percent of Total
Ad Valorem Taxes	\$ 618,469	14.06%
Sales Taxes	1,276,247	29.02%
Franchise Fees	428,955	9.75%
Utility Taxes	337,609	7.68%
Licenses And Permits	79,302	1.80%
Intergovernmental Revenue	302,186	6.87%
Fines & Forfeitures	119,000	2.71%
Charges For Services	680,020	15.46%
Interest Earnings & Rents	92,745	2.11%
Miscellaneous Revenue	235,774	5.36%
Appropriated Fund Balance	227,215	5.17%
Total Revenues	\$ 4,397,522	100.00%



City of Pahokee, Florida
General Fund
Expenditures by Department
For The Fiscal Year Ending September 30, 2022

Departments	Proposed Budget	Percent of Total
Commission	113,320	2.58%
City Manager	208,159	4.73%
City Clerk	113,134	2.57%
Finance and Administration	284,416	6.47%
Human Resources	106,698	2.43%
IT/GATV	45,000	1.02%
Legal	100,000	2.27%
Comprehensive Planning	20,750	0.47%
Police Department	565,502	12.86%
Protective Inspections/Building, Planning & Zoning	279,896	6.36%
Roads & Streets	1,418,554	32.26%
Community Economic Development	153,596	3.49%
Recreation Department (City)	521,684	11.86%
Recreation Dept. -PBC FAA	112,693	2.56%
Parks	33,383	0.76%
Non-Departmental	184,632	4.20%
Transfers Out	136,105	3.10%
Total Expenditures	\$ 4,397,522	100.00%



City of Pahokee, Florida
General Fund
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2022

Account #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
347020	Cheerleader Registration	1,500	-	1,500
347027	Track - Registration Fees	500	-	500
347040	Orange Bowl - Sponsorship	5,000	-	5,000
347042	Football - Registration	5,000	2,953	5,000
347045	Flag Football - Concessions	4,000	5,430	4,000
347047	Recreation Department - Donations	-	200	-
350100	Court Fines	4,000	2,382	4,000
350500	Code Enforcement Fines	60,000	113,455	115,000
350505	Vacant Properties Registry	1,300	704	1,300
360100	Interest Income	5,000	20	1,000
360350	Interest - SBA	5,000	380	1,000
361049	Interest - Investment	2,500	124	1,000
361050	Interest Income	4,100	285	1,000
362100	Rents - Conference Room	-	-	-
362200	Rents - Metro PCS	22,307	21,660	22,307
362300	Rents - Cafeteria	4,000	1,600	4,000
362400	Rent-Everglades Preparatory	35,438	29,907	35,438
362590	Rent-Lutheran Services	27,000	25,295	27,000
362600	Rent - Thalle	8,500	-	-
362910	Rent -MLK Parks/Comm	5,000	5,430	-
363100	Donations - Back to School Bash	-	-	5,000
363000	Donations	5,000	-	5,000
364200	Insurance Proceeds	-	18,120	-
369098	Other Miscellaneous Revenues	215,074	301,734	215,074
343600	Water Entity Fees	190,000	175,949	190,000
343400	Garbage Fee Income	552,000	480,292	552,000
343420	Container Fee Income	19,000	16,656	19,000
343430	Recycling Fee Income	41,000	35,138	41,000
343700	Infrastructure Fee	24,000	20,983	24,000
	Other Sources: Appropriated Fund Balance	168,191	-	227,215
TOTAL REVENUES/OTHER SOURCES		\$ 3,958,104	\$ 3,266,828	\$ 4,397,522

City of Pahokee, Florida
General Fund
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2022

Account #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
311000	Current Year Ad Valorem Taxes	\$ 584,001	\$ 548,844	618,469
311100	Early Payment Discounts	(16,000)	(18,431)	(18,000)
311200	Prior Years' Ad Valorem Taxes	16,000	5,022	18,000
312100	New Local Option Gas Tax (Ct	52,174	45,790	57,102
312200	Local Option Gas Tax	115,963	100,381	135,260
313100	Franchise Fees - Electric	238,955	101,757	238,955
314100	Communication Service Tax	66,807	61,429	72,383
314200	Water Utility Service Tax	71,847	57,317	71,847
314300	Propane Utility Service Tax	5,000	6,011	5,000
314400	Electric Utility Service Tax	260,762	151,482	260,762
321000	Occupational Licenses	8,000	16,397	15,000
321051	Occupational License (Late Fees)	700	717	700
338100	County Occupational Licenses	16,000	3,802	16,000
322000	Building Permits	40,000	36,823	40,000
322500	Inspection Fee	3,000	6,375	3,000
323500	Education Fee	1,000	1,205	1,000
324000	Site Plan Review	20,000	17,785	20,000
324200	Site Plan - Rezoning Fees	-	4,750	-
334100	FL DOT Lighting Agreement	59,720	-	59,720
334255	FL DOT Road Grant-Admin Fees	-	97,824	-
335200	State Revenue Sharing	282,679	244,843	461,834
335300	Mobile Home Licenses	3,602	5,312	3,602
335400	Alcoholic Beverage Licenses	1,000	989	1,000
335500	8th Cent Motor Fuel Tax-Trns	84,734	76,473	84,734
335700	1/2 Cent Sales Tax	380,864	361,813	463,934
335490	DOR - Motor Fuel Tax Refunds	1,200	468	1,200
337120	PBC Economic Development Grant (CDBG)	44,866	8,095	44,866
337870	Area on Aging	15,000	28,631	-
313400	SWA Recycling Shared Revenue	400	-	400
338200	DJJ - Paymt in Lieu of Taxes	142,900	-	142,900
338300	PHA - Paymt in Lieu of Taxes	25,000	26,881	25,000
337875	Early Learning Coalition	-	-	28,000
341300	Election Qualifying Fee	500	392	500
341400	Title Searches	5,000	6,230	5,000
341500	Photo Copy Charges	900	574	900
366400	Bench Advertising Revenue	1,800	1,550	1,800
347007	After School Rec Activity Fe	1,300	300	1,300
347010	Summer Recreation Program Fe	7,020	300	7,020
347011	Basketball/Baseball/Softball	500	-	500
347015	Basketball/Baseball Donation	500	-	500

**City of Pahokee, Florida
General Fund**

Schedule of Expenditures

For The Fiscal Year Ending September 30, 2022

Dept 511000 City Commission

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
110	Executive Salaries	\$ 28,200	\$ 26,253	\$ 28,200
120	Regular Salaries & Wages	-	-	-
130	Part Time Salaries & Wages	-	-	-
	1.5% Cost of Living Increase	-	-	-
	2.5% Performance Increase	-	-	-
110/120/130	Salaries & Wages	28,200	26,253	28,200
210	FICA Taxes	3,902	4,089	2,157
221	FLC Ret 3%	1,398	732	846
220	FLC 4.35%	1,575	957	1,227
230	Life and Health Insurance	30,287	4,291	18,371
240	Worker's Compensation	120	66	19
	TOTAL PERSONNEL SERVICE	65,482	36,387	50,820
310	Professional Fees	14,600	14,155	14,600
360	Travel & Per Diem	29,916	23,392	30,000
367	Other Charges	2,000	2,479	1,500
482	Tri-Cities Barbecue	5,000	-	5,000
483	Tri-Cities Meeting	900	-	900
489	Contributions & Sponsorships	-	-	-
515	Dues	7,500	856	5,000
528	Uniforms	500	-	500
559	Books & Subscriptions	-	-	-
561	Conference Registrations	2,500	550	5,000
	TOTAL OPERATING EXPENDITURES	62,916	41,432	62,500
	*Total City Commission	\$ 128,398	\$ 77,819	\$ 113,320

Reason for Decrease:
Per discussion with HR director one commissioner elected to be covered by the health insurance. Four commissioner to received \$1,000 for opting out.

Reason for decrease:
Reduction in worker Compensation cost per new agreement with Florida league of Cities.

Reason for Increase:
Possible increase in conference for the fiscal year by the commissioners

**City of Pahokee, Florida
General Fund**

Schedule of Expenditures

For The Fiscal Year Ending September 30, 2022

Dept 512010 City Manager

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	Reason for change: Per agreement
110	Executive Salaries	\$ 129,000	\$ 173,297	\$ 120,000	
120	Regular Salaries & Wages			-	
130	Part Time Salaries & Wages			-	
	1.5% Cost of Living Increase			-	
	2.5% Performance Increase			-	
110/120/130	Salaries & Wages	129,000	173,297	120,000	
210	FICA Taxes	9,869	13,657	9,180	
220	League of Cities Retirement 5%	6,900	10,182	6,900	
221	FLC Ret 4.35%	-	-	-	
230	Life and Health Insurance	1,400	1,000	-	
240	Worker's Compensation	360	268	79	
	TOTAL PERSONNEL SERVICE	147,529	198,404	136,159	
310	Professional Fees	1,500	-	1,500	
340	Contractual Services	48,000	45,000	48,000	
360	Travel & Per Diem -Seminars	7,500	90	7,500	
367	Other Charges	4,000	4,614	4,000	
368	City Manager Luncheons	500	-	500	
461	Repairs/Maintenance	3,500	8,716	4,000	
515	Dues	900	646	900	
524	Fuel	4,000	2,148	4,000	
528	Uniforms	100	-	100	
561	Conference Registration	1,500	-	1,500	
	TOTAL OPERATING EXPENDITURES	71,500	61,214	72,000	
	*Total City Manager	\$ 219,029	\$ 259,618	\$ 208,159	

Reason for Decrease:
unable to determine coverage for new CM

Reason for Decrease:
change in coverage now with Florida League of Cities much cheaper

City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2022

Dept 512020 City Clerk

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	
110	Executive Salaries	\$ 52,000	\$ 11,531	\$ 72,000	Reason for Increase: per contract \$72,000 salary
	2% Cost of Living Increase	-	-	-	
	2.5% Performance Increase	-	-	-	
	5140000 Overtime	-	-	-	
	5150000 Special Pay	-	-	-	
110/120/130	Salaries & Wages	52,000	11,531	72,000	Reason for Increase: increase due to change in salary
150	Special Pay	-	-	-	
210	FICA Taxes	3,978	756	5,508	
220	FLC Ret 3%	1,560	102	2,160	Reason for Increase: Cities experienced a 23.2% increase in insurance
221	FLC Ret 4.35%	2,262	-	3,132	
230	Life and Health Insurance	6,057	148	7,462	
240	Worker's Compensation	120	79	47	
TOTAL PERSONNEL SERVICE		65,977	12,616	90,309	
310	Professional Services	2,125	1,440	2,125	
340	Contractual Services	-	-	-	
360	Travel & Per Diem	925	139	1,125	
367	Other Charges	100	73	-	
414	Cellular Service	800	153	800	
461	Repair/Maintenance	500	75	500	
490	Advertising	2,225	2,556	2,125	
497	Election Staffing	10,000	10,996	15,000	
515	Dues	600	136	250	
524	Fuel	400	-	250	
561	Conference Registration	800	-	650	
TOTAL OPERATING EXPENDITURES		18,475	15,569	22,825	
*Total City Clerk		\$ 84,452	\$ 28,185	\$ 113,134	

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 513010 Financial & General Accounting

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	
110	Executive Salaries	80,000	67,207	80,000	Reason for Increase: salary adjustment was made for additional duties
120	Regular Salaries & Wages	70,000	57,163	75,120	Reason for Increase: include COLA for fiscal year
130	Part Time Salaries & Wages	20,800	9,851	20,800	
	2% Cost of Living Increase	-	-	3,518	
	2.5% Performance Increase	-	-	-	
110/120/130	Salaries & Wages	170,800	134,222	179,438	Reason for Increase: increase due to salary adjustments
150	Special Pay	-	-	-	
210	FICA Taxes	13,066	9,240	13,727	Reason for Increase: Increase due to increase in salary
220	FLC Ret 3%	4,500	3,726	5,383	
221	FLC Ret 4.35%	6,525	5,403	7,806	
230	Life and Health Insurance	16,952	11,144	22,388	Reason for Increase: increase in Health care cost by 23.2%
240	Worker's Compensation	400	244	117	
	TOTAL PERSONNEL SERVICE	212,243	163,978	228,859	
310	Professional Fees	13,420	10,360	13,420	Reason for Increase: better rate from FLC
320	Accounting & Auditing	20,832	-	20,832	
360	Travel & Per Diem	2,000	1,165	1,500	
367	Other Charges	300	1,302	1,300	Reason for Increase: increase due to actual expenditure for FY21. other chgs include: Fedex , membership of COSTCO and business cards
461	Repair & Maintenance	1,340	1,836	1,000	
470	Accounting Software Service	9,155	9,155	9,155	
478	Printing (Checks & Deposit slips)	900	-	550	
490	Advertising	1,917	1,916	1,500	
492	Bank Charges/Fees	2,000	2,334	2,500	Reason for Increase: increase fee for banking services based on actual up to August.
493	Other Current Charges	-	-	-	
515	Dues	675	150	250	
520	Operating Supplies	3,063	3,320	1,500	
524	Fuel	1,500	1,600	900	
528	Uniforms	350	-	150	
561	Conference Registrations	1,200	595	1,000	
	TOTAL OPERATING EXPENDITURES	58,652	33,733	55,557	
	*Total Financial & General Accounting	\$ 270,895	\$ 197,711	\$ 284,416	

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 513020 Human Resources

Object #	Account Name	Adopted Budget 2019-2020	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	Reason for Increase:
110	Executive Salaries	\$ 43,000	\$ 52,000	\$ 50,026	\$ 62,500	Reason for Increase: salary adjustment for additional duties
120	Regular Salaries & Wages	-	-	-	-	
130	Part Time Salaries & Wages	-	-	-	-	
	2% Cost of Living Increase	-	-	-	1,250	Reason for Increase: adjustment for COLA
	2.5% Performance Increase	-	-	-	-	
110/120/130	Salaries & Wages	43,000	52,000	50,026	63,750	Reason for Increase: increase due to salary adjustment
150	Special Pay	-	-	-	-	
210	FICA Taxes	3,588	3,978	3,698	4,877	Reason fo increase: increase in health care cost of 23.2%
220	FLC Ret 3%	1,408	1,560	1,542	1,875	
221	FLC Ret 4.35%	1,131	2,262	2,236	2,719	
230	Life and Health Insurance	4,351	6,057	3,069	7,462	
240	Worker's Compensation	127	120	77	77	Reason for Increase: service for local gov't HR consultant
	TOTAL PERSONNEL SERVICE	53,605	65,977	60,649	80,760	
310	Professional	-	-	-	950	Reason for Increase: anticipated increase in travel cost due to conference attendance
360	Travel & Per Diem	2,066	900	101	2,652	
367	Other Charges	520	677	677	5,200	Reason for Increase: ID tracking machine and better tracking of HR applicants-software
461	Repairs/Maintenance	250	250	110	316	
478	Printing	150	150	-	150	
490	Advertising	500	200	-	600	
493	Other Current Charges	-	-	-	500	Reason for Increase: background screening due to staff turnover.
494	Background Screening	-	97	-	600	
515	Dues	500	500	440	300	
520	Operating Supplies	300	876	875	450	Reason for Increase: increase of general fuel price. Use own car for travel
521	Computer Supplies	-	450	450	300	
524	Fuel	200	200	35	120	
528	Uniforms	150	100	62	-	
559	Books & Subscriptions	-	-	-	1,800	Reason for Increase: anticipate attending conference in the fiscal year.
561	Conference Registrations	1,000	500	525	12,000	
576	Maint - Payroll Program	12,000	13,000	12,095	25,938	
	TOTAL OPERATING EXPENDITURES	17,636	17,900	15,369	106,698	
	*Total Human Resources	\$ 71,241	\$ 83,877	\$ 76,018	\$ 106,698	

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 513030 IT / GATV ACCESS

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	
310	Professional Services	20,100	35,111	45,000	Reason for Increase: new contractor increase cost anticipated. Contractor charging an hourly rate
TOTAL OPERATING EXPENDITURES		20,100	35,111	45,000	
<i>*Total IT / GATV Access</i>		\$ 20,100	\$ 35,111	\$ 45,000	

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 514000 Legal Counsel

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	
310	Professional Fees	81,600	78,678	100,000	Reason for Increase: Change in legal counsel per agreement
TOTAL OPERATING EXPENDITURES		81,600	78,678	100,000	
*Total Legal Counsel		\$ 81,600	\$ 78,678	\$ 100,000	

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 515000 Comprehensive Planning

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
310	Professional Fees	24,500	-	20,000
367	Other Charges	250	-	250
490	Advertising	1,000	2,181	500
TOTAL OPERATING EXPENDITURES		25,750	2,181	20,750
*Total Comprehensive Planning		\$ 25,750	\$ 2,181	\$ 20,750

Reason for Decrease:
 Anticipated reduction of
 service per staff.

City of Pahokee, Florida
General Fund

Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 524000 Building, Planning & Zoning/Protective Inspections

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	Reason for Increase/Decrease
110	Executive Salaries	-	-	-	
120	Regular Salaries & Wages	\$ 119,000	\$ 117,267	\$ 170,940	Reason for Increase: Additional employees-3 FT and 1PT plus salary adjustment
130	Part Time Salaries & Wages	-	-	-	
	2% Cost of Living Increase	-	-	\$ 3,419	Reason for Increase: Adjustment for COLA
	2.5% Performance Increase	-	-	-	
110/120/130	Salaries & Wages	119,000	117,267	174,359	Reason for Increase: Increase salary cost due to additional employee
150	Special Pay	-	0	0	
210	FICA Taxes	9,104	9,198	13,338	
220	FLC Ret 3%	3,570	3,246	5,231	
221	FLC Ret 4.35%	5,177	4,207	7,585	Reason for Increase: Increase in insurance cost by 23.2%
230	Life and Health Insurance	18,172	7,650	22,388	
240	Worker's Compensation	2,850	2,122	2,273	
	TOTAL PERSONNEL SERVICE	157,873	143,689	225,174	Reason for Decrease: Florida League of Cities provided a lower cost
310	Professional Services	20,000	47,968	40,000	
360	Travel & Per Diem	622	-	622	
461	Repair/Maintenance	500	1,472	500	
478	Printing	800	317	500	
515	Dues	230	355	230	
520	Operating Supplies	1,500	885	1,000	
524	Fuel	2,000	570	2,000	
528	Uniforms	400	309	400	
561	Conference Registration	1,470	510	1,470	
577	Program-BPC Code Software Service	8,000	8,000	8,000	
600	Capital Outlay	-	-	-	Reason for Increase: Per actual amount for FY21. Anticipate same service for FY22.
	TOTAL OPERATING EXPENDITURES	35,522	60,386	54,722	
	*Total Protective Inspections	\$ 193,395	\$ 204,075	\$ 279,896	

**City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022**

Dept 541000 Roads & Streets

Object #	Account Name	Adopted Budget	Actual YTD	Proposed Budget	
		2020-2021	2020-2021	2021-2022	
					Reason for Increase: Salary adjustment
110	Executive Salaries	\$ 64,500	\$ 60,307	\$ 67,000	
120	Regular Salaries & Wages	348,763	270,087	413,806	Reason for Increase: Adjustment in salaries for employees. Promotion, merit increase and living wage adjustment.
130	Part Time Salaries & Wages	-	1,392	22,102	
	2% Cost of Living	-	-	10,058	
	2.5% Performance Increase	-	-	-	
110/120/130	Salaries & Wages	413,263	331,786	512,967	Reason for Increase: COLA living adjustment
150	Special Pay	-	100	-	Reason for Increase: Increase per changes in salary
210	FICA Taxes	31,615	23,560	39,242	
211	FRS Retirement Contributions	6,450	6,231	6,700	
220	FLC Ret 3%	9,450	6,184	15,389	Reason for Increase: Increase due to salary adjustments.
221	FLC Ret 4.35	13,703	4,135	22,314	
230	Life and Health Insurance	72,688	38,638	89,552	Reason for Increase: Increase in health insurance of 23.2% for fiscal year
240	Worker's Compensation	35,842	19,797	31,452	
	TOTAL PERSONNEL SERVICE	583,011	430,431	717,615	
310	Professional Services	3,000	-	3,060	
311	Drug Testing	500	332	510	
320	Accounting & Auditing	6,250	-	6,375	
340	Contractual Services	480,000	400,450	489,600	
352	Tipping Fees	2,540	-	2,591	
360	Travel & Per Diem	500	-	510	
367	Other Charges	3,000	2,993	3,060	
410	Communications - Local Servi	2,400	704	2,448	
413	Communications - Long Distan	1,000	2,041	1,020	
431	Electric Service	104,000	90,932	106,080	
432	Water, Sewer & Solid Waste S	4,800	4,188	4,896	
450	General Liability Insurance	7,712	5,133	7,866	
451	Auto Liability Insurance	13,332	8,874	5,000	
452	Property Insurance	2,999	1,963	3,059	Reason for increase: General cost adjustment for increase in service. Actual cost exceeded budget
461	Repair/Maintenance	30,000	35,067	36,650	
480	Promotional Activities	500	500	510	
498	Vehicle Registration Fees	200	-	204	
510	General Office Supplies	500	338	510	
520	Operating Supplies	3,048	2,766	3,109	
524	Fuel	15,000	10,450	15,300	
525	Chemicals	1,700	-	1,734	
526	Small Equipment	1,500	1,849	1,530	
528	Uniforms	2,000	1,921	2,040	
529	Protective Apparel	1,000	247	1,020	
555	Sign/Sidewalk/Street/Replacements	2,213	1,583	2,257	
561	Conference Registrations	-	-	-	
	TOTAL OPERATING EXPENDITURES	689,694	572,332	700,939	
600	CAPITAL OUTLAY	-	-	-	
601	Local Discretionary Surtax	-	-	-	
603	Hurricane (Emergency)	-	-	-	
604	SWA Demo Grant	-	-	-	
	TOTAL CAPITAL OUTLAY	-	-	-	
	*Total Roads & Streets	\$ 1,272,705	\$ 1,002,763	\$ 1,418,554	
	Solid Waste Expense (Physical Services)	413,780	326,017	489,600	
	*Total Roads & Streets	\$ 858,925	\$ 676,746	\$ 928,954	

City of Pahokee, Florida
General Fund

Schedule of Expenditures

For The Fiscal Year Ending September 30, 2022

Dept 555000 Community Economic Development

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	Reason for Increase:
110	Executive Salaries	\$ 55,000	\$ 45,843	\$ 58,500	Salary adjustment
120	Regular Salaries & Wages	20,000	15,346	50,000	Additional staff requested-PT and salary adjustment
130	Part Time Salaries & Wages	-	-	-	
	2% Cost of Living Increase	-	-	2,170	Adjustment for COLA
	2.5% Performance Increase	-	-	-	
110/120/130	Salaries & Wages	75,000	61,190	110,670	
150	Special Pay	-	-	-	
210	FICA Taxes	5,738	4,374	8,466	Increase due to changes in salary
220	FLC Ret 3%	1,650	1,438	3,320	
221	FLC Ret 4.35%	2,393	2,542	4,814	
230	Life and Health Insurance	6,057	6,069	7,462	Change in salary cost by 23.2%
240	Worker's Compensation	198	148	113	
	TOTAL PERSONNEL SERVICE	91,036	75,760	134,846	
310	Professional Fees	-	-	-	
360	Travel & Per Diem	500	-	500	
367	Other Charges	500	344	500	
461	Repair/Maintenance	700	-	500	
478	Printing	400	-	300	
480	Promotion	7,500	13,089	15,000	
515	Dues	1,100	1,100	1,100	
520	Operating Supplies	500	144	350	
524	Fuel	1,500	-	500	
559	Books & Subscriptions	-	-	-	
	TOTAL OPERATING EXPENDITURES	12,700	14,677	18,750	Anticipated Community Economic Development event
	*Total Community Development	\$ 103,736	\$ 90,438	\$ 153,596	

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 572000 Recreation Department - City

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	
110	Executive Salaries	\$ 55,000	\$ 52,785	\$ 60,000	Reason for Increase: Adjustment to salary
120	Regular Salaries & Wages	93,900	63,365	93,900	Reason fro Increase: PT & seasonal employees anticipated based on PBC ratio of employees to student ratio. Class room size is small therefore more counselors are needed to supervise children.
130	Part Time Salaries & Wages	31,447	31,180	94,090	
	2% Cost of Living Increase	-	-	5,034	
	2.5% Performance Increase	-	-	-	
110/120/130	Salaries & Wages	180,347	147,329	253,024	
150	Special Pay	-	-	-	
210	FICA Taxes	13,797	11,236	19,356	Reason for Increase: Increase per salary adjustment
211	FRS Retirement Contributions	-	-	-	
221	FLC Ret 4.35%	4,467	3,624	7,591	
220	FLC Ret 3%	6,477	4,322	11,007	Reason for Increase: Increase in insurance cost of 23.2%
230	Life and Health Insurance	18,172	20,562	22,388	
240	Worker's Compensation	12,026	8,547	3,988	
	TOTAL PERSONNEL SERVICE	235,286	195,621	317,353	
320	Annual Audit Fee	5,000	-	5,000	Reason for Increase: Anticipated increase in service due to more activities.
340	Contract - Janitorial Service	10,265	3,266	14,950	
342	Copier Lease	2,160	2,398	2,300	
354	Permit	1,300	-	1,000	
360	Travel & Per Diem	750	458	500	
367	Other Charges	3,560	4,290	3,000	Reason for Increase: Increase per current expenditures.
410	Communications - Local Servi	3,700	9,673	6,000	
411	Gym Alarm Honeywell (entire complex)	1,340	-	1,340	
413	Communications - Long Distan	500	429	500	
415	Internet Service	900	5,454	3,500	
420	Postage	200	-	200	
431	Electric Service	45,000	39,442	45,000	
432	Water, Sewer, & Solid Waste	10,000	6,381	7,500	
436	Solid Waste Assessment	8,408	5,729	8,408	
450	General Liability Insurance	12,204	8,123	12,204	Reason for Decrease: Reduction in cost per Florida league of Cities new cost
451	Auto Liability Insurance	11,526	7,672	4,500	
452	Property Insurance	24,322	15,921	24,322	
461	Repair/Maintenance	25,000	29,690	25,000	
494	HRS Background Screening	800	435	800	
495	Cafeteria Expenses	2,500	455	2,500	
496	Security (Special Events)	1,000	-	1,000	
499	Annual Fire Safety Ins	335	775	-	
510	General Office Supplies	2,500	549	2,500	
515	Dues	1,000	996	1,000	
520	Operating Supplies	2,000	1,590	2,000	Reason for Increase: Anticipated increase in gasoline cost
524	Fuel	5,000	3,425	7,000	
528	Uniforms	400	281	400	
530	Food - After School Program	700	677	700	
531	Misc. Expenses - After School Program	5,207	3,144	5,207	
532	After School Program - Supplies	-	-	-	
537	Program Supplies	9,000	7,036	10,000	Reason for Increase: Increase need in supplies anticipated per Director
544	Back-To-School BASH	6,000	8,151	6,000	
559	Books & Subscriptions	-	-	-	
	TOTAL OPERATING EXPENDITURES	202,577	166,444	204,331	
	*Total Recreation Department - City	\$ 437,863	\$ 362,065	\$ 521,684	

**City of Pahokee, Florida
General Fund**

Schedule of Expenditures

For The Fiscal Year Ending September 30, 2022

Dept 572020 Recreation Department - PBC

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
120	Regular Salaries & Wages	68,600	68,766	68,600
130	Part Time Salaries & Wages	-	-	-
	2% Cost of Living Increase	-	-	-
	2.5% Performance Increase	-	-	-
110/120/130	Salaries & Wages	68,600	68,766	68,600
210	FICA Taxes	5,248	5,656	5,248
211	FRS Retirement Contributions	3,800	607	3,800
220	FLC Ret 3%	2,058	518	2,058
221	FLC Ret 4.35%	2,984	-	2,984
230	Life and Health Insurance	12,115	-	12,115
240	Worker's Compensation	4,040	3,007	2,588
	TOTAL PERSONNEL SERVICE	98,845	78,554	97,393
360	Travel and Per Diem	700	503	700
502	Miscellaneous	-	-	-
528	Uniforms	700	357	700
530	Food - After School Program	1,100	1,526	1,100
535	Contributions & Sponsorships	6,000	4,705	6,000
537	Program Supplies	6,800	11,704	6,800
561	Conference Registration	-	255	-
	TOTAL OPERATING EXPENDITURES	15,300	19,050	15,300
	*Total Recreation Department - PBC	\$ 114,145	\$ 97,604	\$ 112,693

Reason for Decrease: Change in overall cost for worker compensation. New quote from Florida League of Cities.

City of Pahokee, Florida
General Fund
Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 572150 Parks Department

Object #	Account Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Poposed Budget 2021-2022
110/120/130	Salaries & Wages	-	-	-
210	FICA Taxes	-	-	-
240	Worker's Compensation	-	-	-
	<i>TOTAL PERSONNEL SERVICE</i>	-	-	-
320	Accounting & Auditing	500	-	500
431	Electric Service	5,135	2,657	5,135
432	Water, Sewer & Solid Waste S	11,000	8,683	11,000
436	Solid Waste Assessment	3,357	5,329	3,357
450	General Liability Insurance	2,425	1,614	2,425
452	Property Insurance	3,363	2,201	3,363
461	Repair/Maintenane	6,853	6,434	6,853
499	Annual Fire Safety Inspection	50	50	50
520	Operating Supplies	200	152	200
525	Chemicals	500	364	500
	<i>TOTAL OPERATING EXPENDITURES</i>	33,383	27,484	33,383
	<i>*Total Parks Department</i>	\$ 33,383	\$ 27,484	\$ 33,383

City of Pahokee, Florida
 General Fund
 Schedule of Expenditures
 For The Fiscal Year Ending September 30, 2022

Dept 590000 Non-Departmental

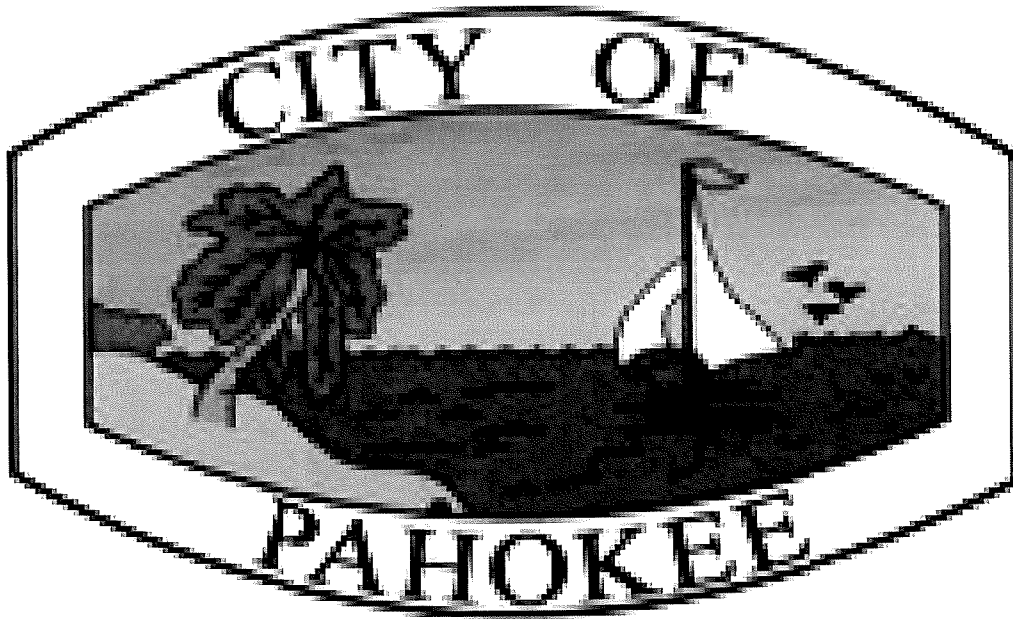
Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
310	Professional Fees	20,800	5,880	20,800
342	Copier Lease	11,000	14,232	17,000
367	Other Charges-City Hall	10,327	12,207	15,500
410	Communications - Local	10,288	8,993	10,288
413	Communications - Long Distance	2,118	-	2,118
415	Internet for City	6,000	5,162	6,000
420	Postage	6,500	3,318	6,500
431	Electric Service	15,000	7,661	15,000
432	East Beach Water Assessment-Inc 246 E Main	12,950	7,505	10,000
436	Solid Waste Assessment	2,719	6,684	2,719
440	Rentals and Leases	2,800	-	2,800
450	General Liability Insurance	20,444	13,608	17,626
451	Auto Liability Insurance	3,330	2,171	1,933
452	Property Insurance	34,686	22,705	28,141
461	Repair/Maintenance	10,192	4,450	10,192
478	Printing	200	-	200
480	Promotional Activities	2,250	2,000	2,250
487	Employee of the Quarter	700	-	700
488	Employee of the Year	500	-	500
499	Annual Fire Safety Inspection	200	116	200
510	General Office Supplies	4,000	4,722	4,000
515	Books, Dues & Subsrption	165	-	165
546	Fourth of July Celebration	10,000	12,150	10,000
600	Capital Outlay	-	-	-
	TOTAL OPERATING EXPENDITURES	187,169	133,564	184,632
920	Interfund Transfer Marina	136,105	62,485	136,105
	TOTAL INTERFUND TRANSFER	136,105	62,485	136,105
	*Total Non-Departmental	\$ 323,274	\$ 196,049	\$ 320,737

Reason for increase: Based on current usage

Reason for Increase: Based on current demand actual exceed budget

Reason for Decrease: Decrease based on current expenditures. Less than budgeted for FY21

Special Revenue Fund

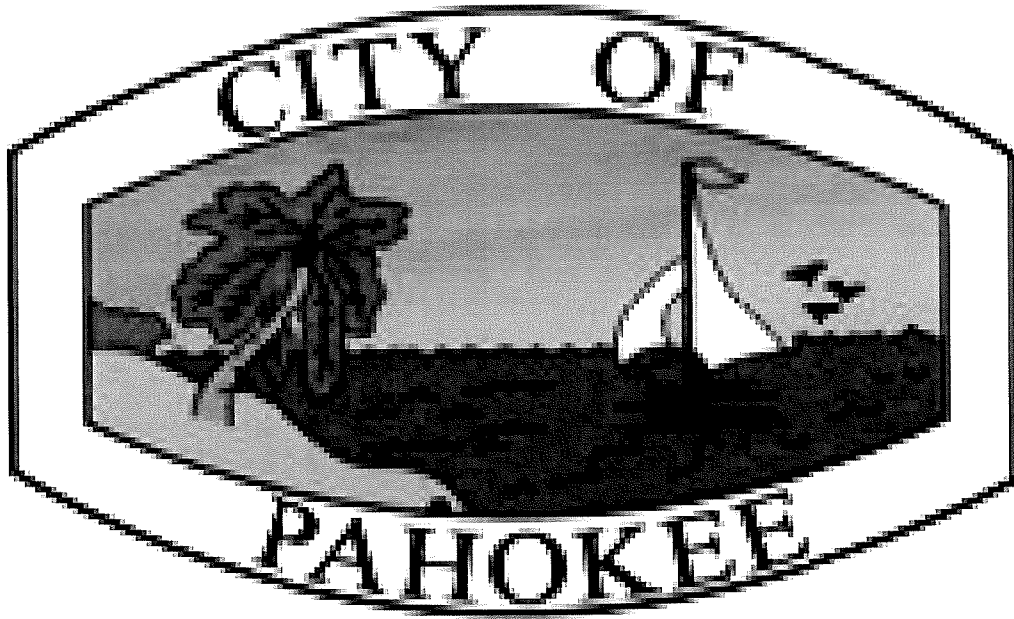


City of Pahokee, Florida
Special Revenue Fund
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2022

Fund 100 - Special Revenue Fund

Object#	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
	REVENUES/OTHER SOURCES			
335800	Disc Sales Surtax 1%	348,061	317,467	348,061
	TOTAL REVENUES/OTHER SOURCES	348,061	317,467	348,061
	EXPENDITURES			
631	Capital Outlay Disc Surtax (1%)	180,768	145,435	212,827
911	Interfund Transfer Debt Fund	167,293	-	135,234
	TOTAL EXPENSES	\$ 348,061	\$ 145,435	\$ 348,061

Henderson Endowment Fund



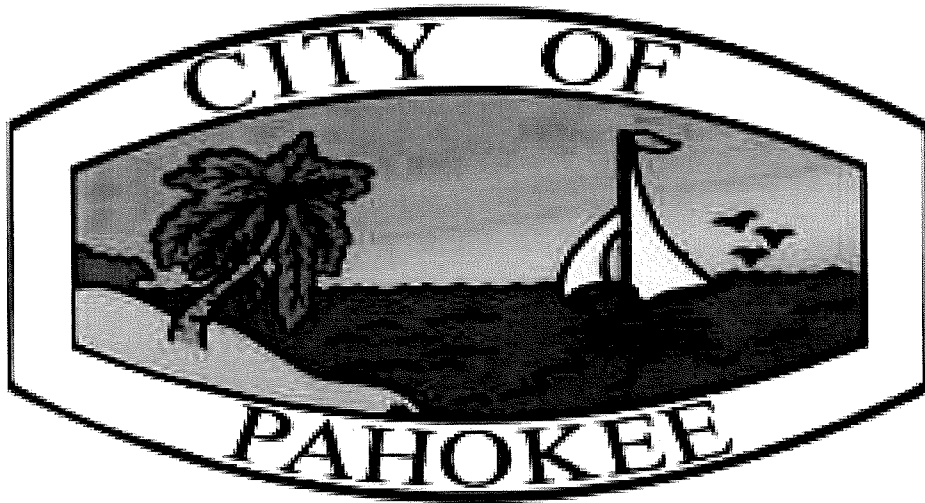
City of Pahokee, Florida
Henderson Endowment Fund
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2022

Fund 125 - Henderson Endowment

Object#	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
	REVENUES/OTHER SOURCES			
360150	Interest Income	3,000	138	250
	TOTAL REVENUES/OTHER SOURCES	3,000	138	250
	EXPENDITURES			
581010	Interfund Tsfir Out - Cemetery	3,000	-	250
	TOTAL EXPENSES	\$ 3,000	\$ -	\$ 250

Reason for Decrease:
 Due to low interest rate
 and based on current
 receipt.

Debt Service Fund



City of Pahokee, Florida
Debt Service Fund
Schedule of Revenues
For The Fiscal Year Ending September 30, 2022

Fund 220- Debt Fund

Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
	REVENUES/OTHER SOURCES			
	Subtotal - Capital Projects - Revenues	-	-	-
	Interfund transfer in from Capital Projects Fund	135,234	90,156	135,234
	TOTAL Debt Service Fund REVENUES	\$ 135,234	\$ 90,156	\$ 135,234

**City of Pahokee, Florida
Debt Service Fund**

**Schedule of Expenses
For The Fiscal Year Ending September 30, 2022**

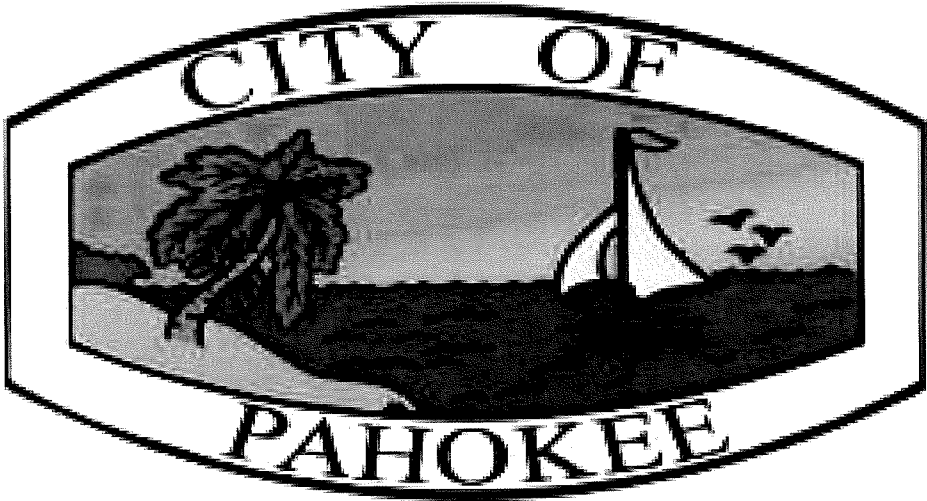
Debt Fund

Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
711	Principal on Loan	114,448	109,698	125,017
721	Interest Expense	20,786	14,266	10,217
	TOTAL OPERATING EXPENSE	135,234	123,964	135,234
	Interfund Transfer	-	-	-
	<i>Total Interfund Transfer</i>	-	-	-
	*Total Debt Service Fund	\$ 135,234	\$ 123,964	\$ 135,234

Reason for Increase:
Based on amortization table per payment amount for FY22

Reason for Decrease:
Per amortization table

Capital Project Fund



City of Pahokee, Florida
Capital Project Fund
Schedule of Revenues
For The Fiscal Year Ending September 30, 2022

Fund 330 - Capital Project Fund

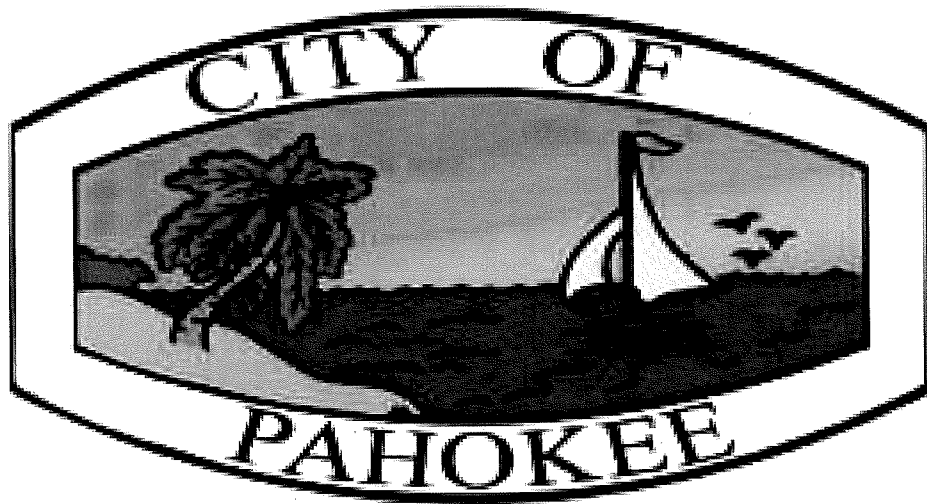
Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
REVENUES/OTHER SOURCES				
334255	Capital Outlay (FDOT Road Project) EDTF- phase 4,5, SCOP -McClure	1,143,943	86,105	1,143,943
334300	Storm Waste Authority Grant		274,504	
335800	LOCAL Discretionary Sales Surtax (1%)	-	-	-
384630	Debt Proceeds		-	
334302	Glades Citizens Villa- Grant East Lake Village (Storm Drains)	750,000	75,202	750,000
334303	Brownfield Grant		109,189	
334300	SWA Grant	-		
369098	Other Micellaneous Revenues		46,800	
	Subtotal - Capital Projects - Revenues	1,893,943	591,799	1,893,943
	Interfund transfer in	-		-
	TOTAL CAPITAL PROJECTS REVENUES	\$ 1,893,943	\$ 591,799	\$ 1,893,943

City of Pahokee, Florida
 Capital Project Fund
 Schedule of Expenses
 For The Fiscal Year Ending September 30, 2022

Capital Project Fund

Object #	Account Number/Name	Adopted Budget 2020-2021	Actual	Proposed Budget 2021-2022
600	Capital Outlay (FDOT Road Project) Barfield Hwy	1,143,943	4,148,041	
	Capital Outlay (FDOT Road Project) EDTF-phase 4,5, SCOP -McClure			1,143,943
631	Local Discretionary Sales Surtax			-
621	Commissioners Park Grant			
622	Football Field Renovation			
635	Glades Citizens Villa			
	East Lake Village (Storm Drains)	750,000	645,217	750,000
637	BrownField Grant Reconstruction		114,909	
634	SWA Grant		212,000	
	TOTAL OPERATING EXPENSE	1,893,943	5,120,167	1,893,943
911	Interfund Transfer Debt Fund	-	-	-
	<i>Total Interfund Transfer</i>	-	-	-
912	Interfund Transfer Out to General Fund	-	-	-
	<i>Total Interfund Transfer</i>	-	-	-
	*Total Capital Project Fund	\$ 1,893,943	\$ 5,120,167	\$ 1,893,943

Marina Fund



City of Pahokee, Florida
Marina & Campground Fund
Schedule of Revenues
For The Fiscal Year Ending September 30, 2022

Fund 445 - Marina & Campground

Object #	Account Number/Name	Adopted Budget 2018-2019	Actual Budget 2018-2019	Adopted Budget 2019-2020	Unaudited Actual 2019-2020	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022
	REVENUES/OTHER SOURCES							
347510	Marina Campground Revenue	115,000	115,000	115,000		120,500	126,255	128,107
	Concession and snacks	2,500	2,500	2,500		-	-	250
	Rents for Conference Room	3,000	3,000	3,000		-	-	1,000
	Subtotal - Marina Revenues	120,500	120,500	120,500	-	120,500	126,255	129,357
	Interfund transfer in-From General Fund							
		26,698	26,698	26,698		136,105	62,485	136,105
	TOTAL MARINA & CAMPGROUND REVENUES/OTHER SOURCES							
		\$ 147,198		\$ 147,198	\$ -	\$ 256,605	\$ 188,740	\$ 265,462

Reason for Increase:
Anticipated more revenue for FY22

Reason for Increase:
Anticipate more activities

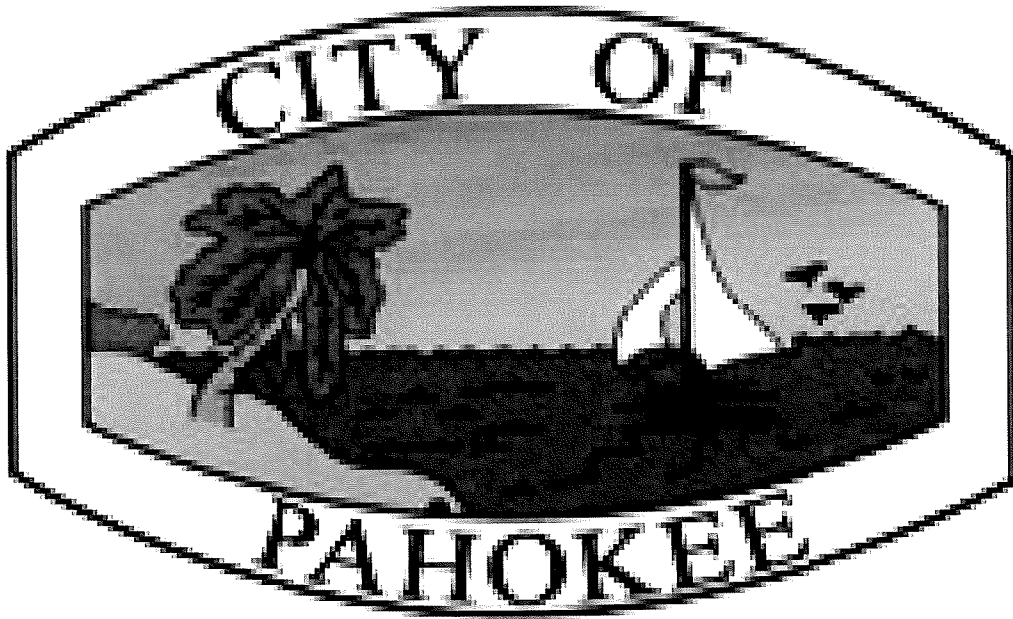
Reason for Increase:
Anticipate more activities at the Marina

City of Pahokee, Florida
Marina & Campground Fund
Schedule of Expenses
For The Fiscal Year Ending September 30, 2022

Dept 575000 Marina & Campground

Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	
110/120/130	Regular Salaries & Wages	15,600	15,852	17,000	Reason for Increase: Adjustment to salary including COLA
210	FICA Taxes	1,193	1,086	1,301	Reason for Increase: Increase due to increase in salaries
220	FLC Ret 2% (changed to 4.35%)	679	608	740	
221	FLC Ret 3%	468	443	510	Reason for Increase: Increase in health care cost of 23.2%
230	Life and Health Insurance	2,929	2,997	3,609	
	TOTAL PERSONNEL SERVICE	20,869	20,986	23,159	
310	Professional Fees	500	1,290	1,300	Reason for Increase: Increase based on current expenditures.
311	Drug Testing	100	76	100	
320	Accounting & Auditing	500	-	500	
354	Permits	1,000	450	1,000	
410	Communications Local Services	1,715	885	1,715	
413	Communications Long Distance	285	-	285	Reason for increase: Increase based on current expenditures.
415	Internet Services	3,000	4,851	5,200	
431	Electric Services	45,000	40,446	44,678	
432	Water, Sewer & Solid Waste	136,920	119,311	136,920	
436	Solid Waste Assessment	8,968	7,638	8,968	
444	DNR Annual Adm Fee	436	-	436	Reason fro Increase: Due additional property coverage for the Marina i.e.Wind damages
450	General Liability Insurance	694	462	694	
452	Property Insurance	4,750	3,109	11,607	
461	Repair/Maintenance	8,500	12,836	9,500	Reason for Increase: Increase based on current expenditures
490	Advertising	3,500	-	1,500	
492	Bank Charges/Fees	2,400	1,123	2,200	
510	General Office Supplies	1,416	383	1,000	Reason for Decrease: Decrease based on current expenditures
515	Dues	1,000	-	200	
520	Operating Supplies	13,552	15,260	14,000	
559	Books & Subscriptions	-	-	-	
640	Equipment	1,500	194	500	
	TOTAL OPERATING EXPENSE	235,736	208,313	242,303	
600	Capital Outlay	-	-	-	Reason for Increase: Decrease based on current expenditures
	TOTAL CAPITAL OUTLAY	-	-	-	
	Sub-Total Marina Expenditures	256,605	229,299	265,462	
	Interfund Transfer Out to General Fund	-	-	-	
	*Total Marina & Campground Expenses	\$ 256,605	\$ 229,299	\$ 265,462	

Cemetery Fund



City of Pahokee, Florida
 Cemetery Fund
 Schedule of Revenues
 For The Fiscal Year Ending September 30, 2022

Fund 450 - Cemetery

Object#	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	
363653	Pre-Need Open/Closing				
363654	Private Openings and Closing	40,000	47,505	40,000	
346920	Pre-Need Prepetual Care		2,000		
346921	Private Perpetual Care Fees	8,500	14,000	8,500	
361010	Restricted Interest- Perpetual	100	-	100	
369041	Rental/House	3,250	-	3,250	
369042	Cemetery Land Lease Income	4,500	3,402	4,500	
364111	Sale of Cemetery Lot- Private	31,011	42,200	31,011	
364112	Sale of Cemetery Lot- PreNeed	13,000	11,275	13,000	
364120	Pre- Need Vault Sale				
364121	Sale of Vault Liners- Private	25,000	22,150	25,000	
364123	Sale of Vault Liners- PreNeed	5,000	-	5,000	
364130	Marker Installation- Private	500	114	500	
364132	Vault Service	5,000	2,550	5,000	
364150	Cremation Fees	7,000	3,000	7,000	
364171	Sale of Memorials- At Need	43,596	7,094	43,596	
364172	Sale of Memorial- PreNeed	5,000	-	1,807	Reason fro Decrease: Based on current receipts
364181	Sale of Crypts-At Need	9,000	12,180	9,000	
364182	Sale of Crypts - Preneed	6,000	6,990	6,000	
369098	Other Miscellaneous Revenues	1,376	1,785	1,376	
	Subtotal - Cemetery Revenues	207,833	176,245	204,640	
3810100	Interfund Trns In- SRF Henderson	3,000	-	1,000	Reason for Decrease: Decrease due to less revenue anticipated
	Total Cemetery Revenues/Other Sources	\$ 210,833	\$ 176,245	\$ 205,640	

City of Pahokee, Florida
Cemetery Fund
Schedule of Expenses
For The Fiscal Year Ending September 30, 2022

Dept 539000 Cemetery

Object #	Account Number/Name	Adopted Budget 2020-2021	Actual YTD 2020-2021	Proposed Budget 2021-2022	
110/120/130	Regular Salaries & Wages	86,420	75,864	86,420	
150	Special Pay	0	0	0	
210	FICA Taxes	6,652	5,762	6,652	
220	FLC Ret 4.35%	3,529	3,287	3,529	
221	FLC Ret 3%	2,434	2,267	2,434	
230	Life and Health Insurance	18,172	13,191	18,172	Reason for Decrease: Decrease due to reduction in cost per Florida League of Cities cost
240	Worker's Compensation	7,000	3,196	4,485	
	TOTAL PERSONNEL SERVICE	124,207	103,567	121,692	
310	Professional Services	-	-	-	
320	Accounting & Auditing	4,500	-	4,500	
360	Travel & Per Diem	1,000	-	1,000	
410	Communications - Local Servi	3,000	2,647	3,000	
413	Communications - Long Distan	600	194	600	
415	Internet Service	840	1,331	840	
420	Postage	200	15	200	
431	Electric Service	2,500	3,722	2,500	
432	Water, Sewer & Solid Waste	1,800	1,865	1,800	
442	License	100	-	100	
450	General Liability Insurance	2,453	1,633	2,453	Reason for Decrease: Decrease due to reduction in cost per Florida League of cities cost
451	Auto Liability Insurance	1,178	829	500	
452	Property Insurance	2,506	1,640	2,506	
461	Repair/Maintenance	11,756	10,760	11,756	
510	General Office Supplies	500	768	500	
520	Operating Supplies	4,713	4,005	4,713	
524	Fuel	7,000	2,794	7,000	
525	Chemicals	500	495	500	
526	Small Equipment	2,000	1,542	2,000	
528	Uniforms	500	-	500	Reason for Decrease: Decrease due to current expenditures
529	Protective Apparel	-	-	-	
551	COS Markers (Memorial Sales)	25,000	5,047	24,000	
552	COS Lot Markers	1,000	1,000	1,000	
553	COS Vault Liners	12,680	12,651	11,680	
559	Books & Subscriptions	300	-	300	
	TOTAL OPERATING EXPENSE	86,626	52,939	83,948	
600	Capital Outlay	-	-	-	
	TOTAL CAPITAL OUTLAY	-	-	-	
	*Total Cemetery Expenses	\$ 210,833	\$ 156,506	\$ 205,640	

City of Pahokee, Florida
General Fund
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2022

Account #	Account Name	Proposed Budget 2021-2022
311000	Current Year Ad Valorem Taxes	618,469 AD VALOREM TAXES
311100	Early Payment Discounts	(18,000) AD VALOREM TAXES
311200	Prior Years' Ad Valorem Taxes	18,000 AD VALOREM TAXES
312100	New Local Option Gas Tax (Ct	57,102 SALES & USE TAXES
312200	Local Option Gas Tax	135,260 SALES & USE TAXES
313100	Franchise Fees - Electric	238,955 FRANCHISE FEES
314100	Communication Service Tax	72,383 SALES & USE TAXES
314200	Water Utility Service Tax	71,847 UTILITY SERVICE TAXES
314300	Propane Utility Service Tax	5,000 UTILITY SERVICE TAXES
314400	Electric Utility Service Tax	260,762 UTILITY SERVICE TAXES
321000	Occupational Licenses	15,000 LICENSES AND PERMITS
321051	Occupational License (Late Fees)	700 LICENSES AND PERMITS
338100	County Occupational Licenses	16,000 LICENSES AND PERMITS
322000	Building Permits	40,000 LICENSES AND PERMITS
322500	Inspection Fee	3,000 LICENSES AND PERMITS
323500	Education Fee	1,000 LICENSES AND PERMITS
324000	Site Plan Review	20,000 CHG FOR SVCS
334100	FL DOT Lighting Agreement	59,720 INTERGOV
335200	State Revenue Sharing	461,834 SALES & USE TAXES
335300	Mobile Home Licenses	3,602 LICENSES AND PERMITS
335400	Alcoholic Beverage Licenses	1,000 SALES & USE TAXES
335500	8th Cent Motor Fuel Tax-Trns	84,734 SALES & USE TAXES
335700	1/2 Cent Sales Tax	463,934 INTERGOV
335490	DOR - Motor Fuel Tax Refunds	1,200 MISCELLANEOUS REV
337120	PBC Economic Development Grant (CDBG)	44,866 INTERGOV
313400	SWA Recycling Shared Revenue	400 INTERGOV
338200	DJJ - Paymt in Lieu of Taxes	142,900 INTERGOV
338300	PHA - Paymt in Lieu of Taxes	25,000 INTERGOV
337875	Early Learning Coalition	28,000 INTERGOV
341300	Election Qualifying Fee	500 CHG FOR SVCS
341400	Title Searches	5,000 CHG FOR SVCS
341500	Photo Copy Charges	900 CHG FOR SVCS
366400	Bench Advertising Revenue	1,800 CHG FOR SVCS
347007	After School Rec Activity Fe	1,300 CHG FOR SVCS
347010	Summer Recreation Program Fe	7,020 CHG FOR SVCS
347015	Basketball/Baseball Donation	500 MISCELLANEOUS REV
347020	Cheerleader Registration	1,500 CHG FOR SVCS
347027	Track - Registration Fees	500 CHG FOR SVCS
347040	Orange Bowl - Sponsorship	5,000 CHG FOR SVCS
347042	Football - Registration	5,000 CHG FOR SVCS
347045	Flag Football - Concessions	4,000 MISCELLANEOUS REV
350100	Court Fines	4,000 FINES & FORFEITS
350500	Code Enforcement Fines	115,000 FINES & FORFEITS
350505	Vacant Properties Registry	1,300 INTERGOV
360100	Interest Income	1,000 INTERESTS & RENTS
360350	Interest - SBA	1,000 INTERESTS & RENTS
361049	Interest - Investment	1,000 INTERESTS & RENTS
361050	Interest Income	1,000 INTERESTS & RENTS
362200	Rents - Metro PCS	22,307 INTERESTS & RENTS
362300	Rents - Cafeteria	4,000 INTERESTS & RENTS
362400	Rent-Everglades Preparatory	35,438 INTERESTS & RENTS
362590	Rent-Lutheran Services	27,000 INTERESTS & RENTS
362600	Rent - Thalle	- INTERESTS & RENTS
342400	Donations - Back to School Bash	5,000 MISCELLANEOUS REV
363000	Donations	5,000 MISCELLANEOUS REV
369098	Other Miscellaneous Revenues	215,074 MISCELLANEOUS REV
343600	Water Entity Fees	190,000 FRANCHISE FEES
343400	Garbage Fee Income	552,000 CHG FOR SVCS
343420	Container Fee Income	19,000 CHG FOR SVCS
343430	Recycling Fee Income	41,000 CHG FOR SVCS
343700	Infrastructure Fee	24,000 CHG FOR SVCS
	Other Sources: Appropriated Fund Balance	227,215
	TOTAL REVENUES/OTHER SOURCES	\$ 4,397,522
Schedule		
369098	Other Miscellaneous Revenues	10,000.00
	Health Options (Rebate for FY2017 Health Insur	5,074.04
	Sell of the old hospital	200,000.00
	Total	215,074.04

**City of Pahokee, Florida
General Fund
Detailed Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022**

Dept 511000 City Commission

110 Executive Salaries

Mayor - \$9,000
V. Mayor Bohlen \$4,800
Commision Murvin - \$4,800
Commisioner Perez - \$4,800
Commissioner Gonzalez - \$4,800

310 Professional Fees

Anthony Burgess Photography
Prime Star Digital - commission meetings & events

360 Travel & Per Diem

Also includes \$400 monthly per commissioners

367 Other Charges

Security- commission chambers
Printing - Signs
Lawn of the month
Gold Hammer Award

515 Dues

Florida Municipal Pension
Florida League of Mayors
The homeless Coalitions
International Council of Shopp
National League of Cities

528 Uniforms

Stitchworks

561 Conference Registration

National League of Cities
Florida League of Cities
Palm Beach County League of Cities Banquet
International Council of Shopping Center

City of Pahokee, Florida
General Fund
Detailed Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 512010 City Manager

310 Professional Fees

Chamber of Commerce

340 Contractual Services

Resource Group - lobbying

360 Travel & Per Diem

367 Other Charges

Computer Supplies

Contribution to South bay - National Night Out

Flowers- Bereavement

Employee - Holiday treats

Signs

Sunpass

368 City Managers Luncheons

Christmas Lunch - Employees

461 Repair / Maintenance

Car Detailing

Repair City Manager vehicle

515 Dues

Florida Municipal Pension

PBCCMA Secretary/ Treasurer

FCCMA

Rotary Club of Pahokee

International Council of Shopp

PBC League of Cities

524 Fuel

528 Uniforms

Stitchworks

561 Conference Registration

EB Palm Beach County

National League of Cities

Florida League of Cities

International Council of Shopping Center

City of Pahokee, Florida
General Fund
Detailed Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 512020 City Clerk

310 Professional Services

Administrative Support - Municode Annual service charge for online publication of code books
Codification - Municode Ordinance updates
Annual Web hosting - Municode

360 Travel & Per Diem

367 Other Charges

Fedex
Operating Supplis (Quill & Staples)

414 Cellular Service

City Clerk Phone

461 Repair and Maintenance

Repair on City Clerk Vehicle

490 Advertising

Legal Advertising

497 Election Staffing

Municipal Election Service (Staff)
Supervisor of Election
Printing Ballot

515 Dues

Florida Municipal Pension
FACC
International Institute
Troy Fain Insurance - Notary Package

524 Fuel

561 Conference Registration

FACC, Inc
Florida League of Cities
Florida Dept. of State.

**City of Pahokee, Florida
General Fund
Detailed Schedule of Expenditures
For The Fiscal Year Ending September 30, 2021**

Dept 513010 Financial & General Accounting

310 Professional Fees

Government Finance Tutoring - Accounting Consultant

320 Accounting & Auditing

HCT Certified -- Auditors

360 Travel & Per Diem

Florida Government Finance (FGFOA)

Florida Association of Business (FABTO)

367 Other Charges

Business Cards

Costco Membership

Fed Ex

461 Repair & Maintenance

Detail service on Finance Director Vehicle

Repair on Finance Director Vehicle

470 Accounting Software Service

Mainstreet

478 Printing

Checks

Deposit Slips

490 Advertising

Advertising for Budget (Palm Beach Post)

492 Bank Charges

Pinnacle

Credit Card Machine rentals

Credit Card Fees- to use credit card machine

Bank Fees

Check Print Fees

Safe Deposit Rent

515 Dues

Government Finance Office Association (GFOA)

Florida Association of Business (FABTO)

Florida Government Finance (FGFOA)

Education - CPE Credits

520 Operating Supplies

Staples

Quill

Rocky Print

American Office

528 Uniforms

Stitchworks

561 Conference Registrations

Florida Association of Business (FABTO)

Government Finance Office Association (GFOA)

Florida Government Finance (FGFOA)

City of Pahokee, Florida
General Fund
Detailed Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 513020 Human Resources

310 Professional Fees

Local Government - Human Resource Consultant

360 Travel & Per Diem

Milleage/Uber-Taxi/ Parking

PRIA Conference

FPHRA Conference

367 Other Charges

ID Machine

HR Software

461 Repair & Maintenance

Labor Posters

478 Printing

Business Cards

Employee ID Badges

490 Advertising

Advertising - Employment

515 Dues

Florida Municipal Pension

Saving Lives

Florida Public Human Resources

Society of Human Resources

520 Operating Supplies

524 Fuel

528 Uniforms

Uniforms \$60 a shirt x 2 shirts

561 Conference Registration

FPHRA, PRIA, IPMA,SHRM,PBC

576 Maint - Payroll Program

Paychex

**City of Pahokee, Florida
General Fund
Detailed Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022**

Dept 524000 Protective Inspections

120 Regular Salaries

Code Compliance Officer
Code ComplianceClerk
Clerk 1

310 Professional Service

Davis and Ashton - PA
Cap Government

360 Travel & Per Diem

461 Repair / Maintenance

Detail Service on Code Enforcement Vehicle
Repair on Code Enforcement vehicle

478 Printing

Business Cards
Door Knob notifications- violations
Labels
Red Tags- for vehicles
Notices of Hearing

515 Dues

Florida FloodPlain Managers Association
Code Enforcement Officers Association (CEOA)
Florida Association of Code Enforcement (FACE)
American Planning Association
Florida Association of Bussiness Tax Officers

520 Operating Supplies

Document recording (Clerk & Comptroller)
Office supplies
Materials for Code Enforcement (to secure houses)

524 Fuel

528 Uniforms

Stitchworks

561 Conference Registration

Florida Association of Code Enforcement (FACE)
Florida Association of Bussiness Tax Officers

577 Program -BPC Code Software Service

IWORQ Systems

City of Pahokee, Florida
General Fund
Detailed Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dent 541000 Roads & Streets

Twelve FT & 4 PT employees budgeted

310 Professional Fees

311 Drug Testing

320 Accounting and Auditing

Accounting Consulting fees (HCT Certified Public Accounting)

340 Contractual Services

Big Dog Express

352 Tipping Fees

Solid waste Authority

360 Travel & Per diem

367 Other Charges

Nestle Pure Life

Saving Lives - CPR/ First Aid

Flags

Office Supplies

Operating Supplies

410 Communications - Local Service

Comcast

413 Communications - Long Distance

Comcast

431 Electric Service

Florida Power and Light

432 Water, Sewer & Solid Waste S

Palm Beach County Water Utilities Department

450 General Liability Insurance

Public Risk Insurance Advisors

451 Auto Liability Insurance

Public Risk Insurance Advisors

452 Property Insurance

Public Risk Insurance Advisors

461 Repair/Maintennance

Detail Service on Vehicle (New Image Detail)

Operating Materials

Signs

Vehicles and Equipment Repair

Vehicle and Equipment Parts

480 Promotional Activities

Food for Small events- such as parades and great american cleanup

498 Vehicle Registration Fees

510 General Office Supplies

Supplies to be use on office

520 Operating Supplies

Supplies for Office

Items for Coca Cola machine

lake Welding Supplies (Cylinder Rentals)

524 Fuel

525 Chemicals

Roundup Custom

526 Small Equipment

Lawnmower Headquarters

528 Uniforms

Cintas

529 Protective Apparel

Safety Vest and Gloves

555 Sign/Sidewalk/Street/Replacements

City of Pahokee
General Fund
Detailed Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 555000 Community Development

360 Travel & per Diem

367 Other Charges

Gtac Meeting-
Community Developemnt Meeting material
Fedex

461 Repair/Maintenance

Repair on CED Vehicle
Detail Service on Vehicle (New Image)

478 Printing

Business Cards
Flyers
Signs

480 Promotional activites

Community Development Events: Centennial

515 Dues

Ecivis, Inc.- Grant Software

520 Operating Supplies

Any operating Supplies

524 Fuel

City of Pahokee, Florida
General Fund
Detailed Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 572000 - Recreation Department - City

320 Annual Audit Fee
HCT Certified Public Accounting

340 Contractual Service
Holmes Janitorial

342 Copier Lease
Milner Documents Products

354 Permit
Florida Department of Health
Palm Beach County Health Department

360 Travel & Per Diem

367 Other Charges
ADT Security
Nestle Pure Life
Milner Inc (Print Cart)
Business Cards
New Image (Vehicle detail)
Terminix
Printer cart (Milner, Inc)
Annual Fire Inspection

410 Communications- Local Service
Comcast
AT&T Communication

411 Gym Alarm Honeywell

413 Communication - Long Distance
AT&T Communication

415 Internet Service
Comcast
AT&T Communication

420 Postage

431 Electric Service
Florida Power and Light

432 Water, Sewer & Solid Waste
Palm Beach County Water Utilities

436 Solid waste Assessment
Solid Waste Authority

450 General Liability Insurance
Public Rbk Insurance Advisors

451 Auto Liability Insurance

452 Property Insurance

461 Repair/Maintenance
Terminix
Pan's Plumbing
Vehicle repair
Signs
Supplies to repair
Detail Service (New Image)
Bus Inspection
Repair at Office

494 HRS Background Screening

495 Cafeteria Expenses
Back flow test

496 Security (Special Events)

510 General Office Supplies
Home depot (Office supplies)
Staples Credit Plan (Office supplies)

515 Dues

520 Operating Supplies
Home depot (Office supplies)
Quill (Office supplies)
Staples Credit Plan (Office supplies)

524 Fuel

528 Uniforms
Stitchworks plus

530 Food after School Program
Belle Glade Wholesale

531 After School Program - Misc
CPR Training
Shipping and Handling for Good Sports, Inc.
Equipment for computers for the Afterschool program
Creative assignment supplies for the children
Activity with children

537 Program Supplies
Meetregister (Register fee for track meet)
Referee fee
Food for Football Concession
Football team supplies
BBQ dinner and Cruise
Glades Tri-City youth (League Fees)

544 Back to School Bash
Backpacks (Davids Wholesale)
Food and drinks for event
Ice
DJ / Entertainment

City of Pahokee, Florida
General Fund
Detailed Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 572150 Parks Department

320 Accounting & Auditing

HCT Certified -- Auditors

431 Electric Service

Florida Power and Light

432 Water, Sewer & Solid Waste S

Palm Beach County Water Utilities Department

436 Solid Waste Assessment

450 General Liability Insurance

Public Risk Insurance Advisors

452 Property Insurance

Public Risk Insurance Advisors

461 Repair / Maintenance

Signs

Items to maintain parks

Any repair at Parks

Splash pad repair

499 Annual Fire Safety Inspection

520 Operating Supplies

Florida Department of Health (Splash Pad)

525 Chemicals

Pinch a Penny

Tims Pool Service

General Fund
Detailed Schedule of Expenditures
For The Fiscal Year Ending September 30, 2022

Dept 590000 Non-Departmental

310 Professional Services

MLK supplies
Holiday Display for the City- Brandano Displays
MLK Entertainment
PBC Sheriff MLK Parade

342 Copier Lease

Milner Document Products
Milner, Inc - Print Cartridge

367 Other Charges

Adt Security
Shred It
Nestle Pure Life Direct
Milner - Print Cartridge
Civic Plus, Inc Annual Renewal - IT
Other Supplies for City Events
Tax Roll- PBC Tax Collector
Tri Cities Prom Sponsorship
Christmas decoration

369 Aid to Chamber and Commerce

410 Communications - Local
Comcast

413 Communications - Long Distance
Comcast

415 Internet for City
Comcast

420 Postage
Quadient Finance, USA
Fedex
Quadient Leasing USA

431 Electric Service
Florida Power and Light

432 East Beach Water Assessment - Inc 246 E Main
Palm Beach County Water Utility

434 East Beach Water Assesment - Inc Property Taxes
PBC Tax Collector

436 Solid Waste Assessment

440 Rentals and Leases

450 General Liability Insurance
Public Risk Insurance Advisors

451 Auto Liability Insurance
Public Risk Insurance Advisors

452 Property Insurance
Public Risk Insurance Advisors

461 Repair/Maintenance
Terminix Processing Center
City Vehicle repair
Annual extinguisher Inspeccion
A/C repair
Any repair at City Hall

478 Printing

480 Promotional Activities
The Mosaic group -(Economic Develoment Presentation Deck)
Annual United Way donation

487 Employee of the Quarter

488 Employee of the Year

499 Annual Fire Safety Inspection

510 General Office Supplies
Staples Credit Plan
Americas Office Source
Quill

515 Books, Dues & Subscription

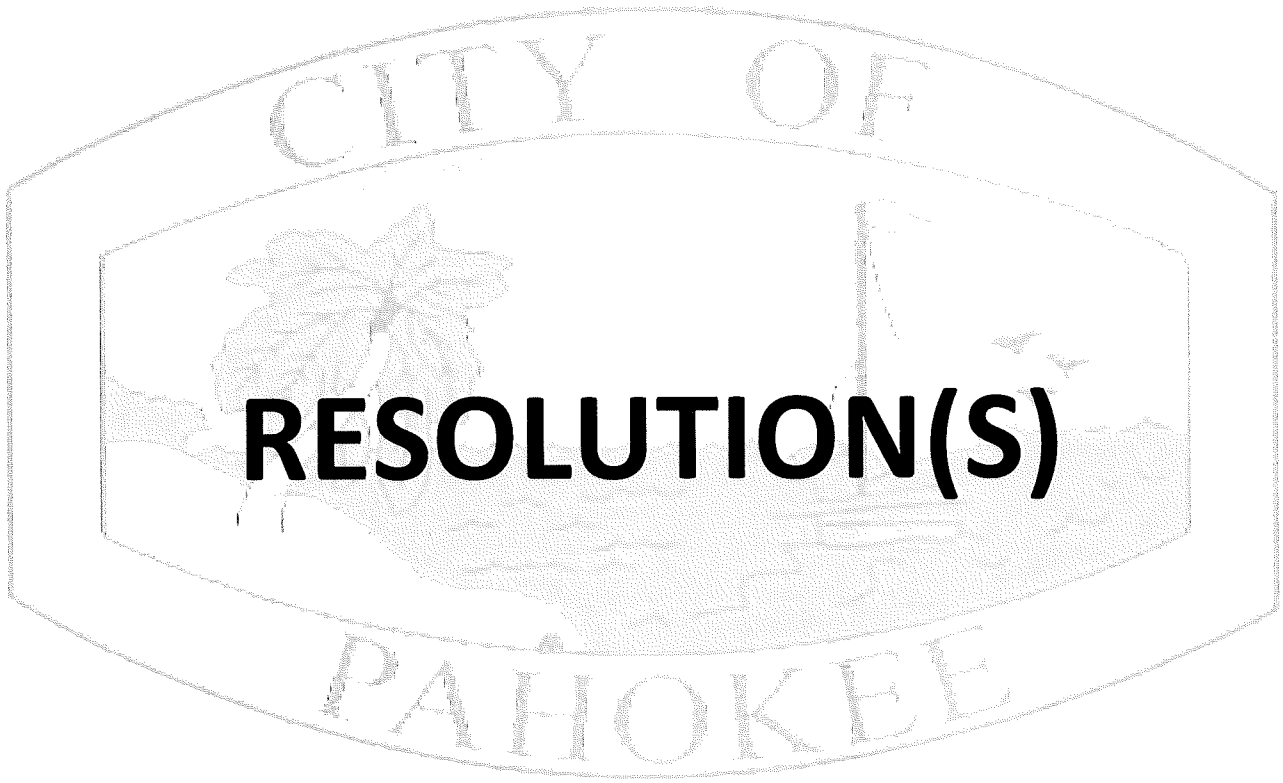
546 Fourth of July Celebration
Palm Beach County Sheriff dept.
Fireworks Displays
Board of County Commission (Fire Inspection)

Ad Valorem Taxes
 Sales and Use Taxes
 Franchise Fees
 Utility Service Taxes
 Licenses and Permits
 Intergovernmental Revenue
 Charges for Services
 Fines and Forfeits
 Interest Earnings & Rents
 Enterprise Management Fees
 Miscellaneous Revenue
 Interfund Transfers (In)

Taxes that are received from properties in the City
 Revenues received from the State (Revenue Sharing, 8 cent motor fuel tax, communication service tax, half cent tax, local and new local gas tax)
 Monies received from FPL & GUA
 Monies received from water, electric, and gas companies as a service tax
 Business tax receipts, building permits, and mobile home licenses
 Funds received from other governmental entities mainly grant funds--FDOT, PBC
 Anything the City charges a fee for: garbage, cafeteria rentals, lien searches, and etc.
 Code enforcement fines and court fines
 Interest that is received from bank accounts and rent for City owned properties-- Okeechobee Land, POPS, and Everglades Prep.
 Fee that is charged to Enterprise funds for the General Fund to manage them
 Anticipated donations to receive throughout the year. (Basketball, football, PBC payment for SWA assessment)
 Funds that are transferred to help cover the shortfall of Enterprise Funds.

General Government
 Public Safety
 Physical Environment
 Road and Street Expenses
 Human Services
 Culture and Recreation
 Debt Service
 Interfund Transfers (Out)

All departments excluding the ones listed below.
 All expenses associated with the payment to PBSO
 All expenses associated with the cost of garbage collections-- monthly payments to SWS and tipping fees
 All expenses associated with Public Services-- Salaries, auto repairs, street lights, maintenance to equipment, and etc.
 All expenses associated with Human Resources- Salary, payroll maintenance program, employee buyout for those who opt out of insurance
 All expenses associated with Parks & Recreation-- Salaries, electrical service, water services, grants for generators, and etc.
 The amount of debt to be paid during the year-- Bank of Belle Glades expected maturity 2023



RESOLUTION(S)

RESOLUTION 2021-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANGER TO EXECUTE POLLING LOCATION AGREEMENT FORM BETWEEN PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND CITY OF PAHOKEE.

WHEREAS, This Agreement is entered into between Palm Beach County Supervisor of Elections and the City of Pahokee; and

WHEREAS, FACILITY'S responsibility under this Contract is to provide Election Day polling location services for the following Special Primary and Special General Election Days scheduled to fill the vacancy for United States Representative, Florida Congressional District 20, as well as make a good faith effort to accommodate any additional Special Election Days that may be required due to unforeseen circumstances; and

WHEREAS, City of Pahokee will provide a Polling Location for holding Elections on Tuesday, November 2, 2021 and Tuesday, January 11, 2022; and

WHEREAS, City of Pahokee will provide access to the Polling Location no later than 5:30a.m. on Election Day.

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 of City Administrator. The City Commission of the City of Pahokee, Florida hereby authorizes the Interim City Manager to enter into a Contract for Election Day Polling Location between the City of Pahokee and Palm Beach County Supervisor of Elections, attached hereto as Exhibit "A." The Interim City Manager is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED and ADOPTED this 28th day of September, 2021.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, City Clerk

Greg Thompson, Interim City Manager

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

Gray Brandenburg, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Vice Mayor Bohlen	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Murvin	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

Exhibit "A"

CONTRACT FOR ELECTION DAY POLLING LOCATION

(ATTACHED)



Wendy Sartory Link
Palm Beach County Supervisor of Elections

240 South Military Trail, West Palm Beach, FL 33415
Telephone: 561.656.6200 | Fax Number: 561.656.6287



WWW.VOTEPALMBEACH.GOV

CONTRACT FOR ELECTION DAY POLLING LOCATION

This Contract is made as of the _____ day of _____, 20____, by and between Palm Beach County Supervisor of Elections, a Political Subdivision of the State of Florida, by and through the Palm Beach County Board of Commissioners, hereinafter referred to as SUPERVISOR, and **(NAME) Pahokee Recreation Center (ADDRESS) 360 E Main St, Pahokee FL 33476** authorized to do business in the State of Florida, hereinafter referred to as FACILITY.

PRECINCT NUMBER(S): 6004 (6006)

In consideration of the mutual promises contained herein, SUPERVISOR and FACILITY agree as follows:

ARTICLE 1 - SERVICES

FACILITY'S responsibility under this Contract is to provide Election Day polling location services for the following Special Primary and Special General Election Days scheduled to fill the vacancy for United States Representative, Florida Congressional District 20, as well as make a good faith effort to accommodate any additional Special Election Days that may be required due to unforeseen circumstances.

A. Special Primary Election Day ... Tuesday, November 2, 2021

B. Special General Election Day ... Tuesday, January 11, 2022

SUPERVISOR'S representative/liaison during the performance of this Contract shall be Rachel West, (telephone no.) (561) 656-6237, (email) rachel@votepalmbeach.gov.

FACILITY'S representative/liaison during the performance of this Contract shall be (Name, Title)

_____, telephone no. _____,

mailing address (if different) _____.

Name and telephone number of emergency contact person before and after regular business hours:

Name	Telephone	Alt. Telephone	Email



Wendy Sartory Link
 Palm Beach County Supervisor of Elections

240 South Military Trail, West Palm Beach, FL 33415
 Telephone: 561.656.6200 | Fax Number: 561.656.6287



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Name and telephone number of contact person at Polling Place on Election Day:

Name	Telephone	Alt. Telephone	Email
------	-----------	----------------	-------

Two alternate contacts:

Name	Telephone	Alt. Telephone	Email
------	-----------	----------------	-------

Name	Telephone	Alt. Telephone	Email
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ARTICLE 2 - SCHEDULE

FACILITY shall agree to allow voters, poll workers, poll watchers, other designated campaign representatives, and representatives of the SUPERVISOR to enter and exit premises **without delay or screening of any kind** on Election Day, until completion of voting. This shall include but is not limited to:

- A. None of the above shall be required to present identification upon entry, including at any gate.
- B. None of the above shall be required to undergo health screening upon entry.

FACILITY shall agree to accept delivery of equipment and supplies at a time and date to be determined by FACILITY and SUPERVISOR prior to Election Day. FACILITY and SUPERVISOR will also determine a date and time for SUPERVISOR to remove equipment and supplies.

Please provide the days and hours of operation at the location when access to the premises will be available for delivery and pickup of voting equipment. An election official will contact you to make arrangements:

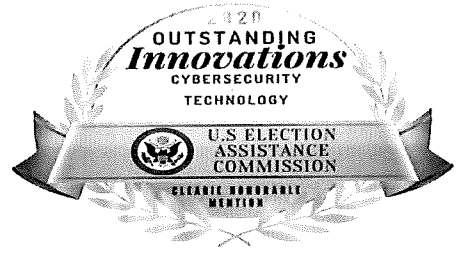
FACILITY shall agree to provide a secure location to store Elections Equipment upon delivery to Polling Location and until removal.

Please indicate where election equipment will be stored and how it will be secured:



Wendy Sartory Link
Palm Beach County Supervisor of Elections

240 South Military Trail, West Palm Beach, FL 33415
Telephone: 561.656.6200 | Fax Number: 561.656.6287



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FACILITY shall agree to allow SUPERVISOR or SUPERVISOR’s designee(s) to inspect and set up the designated Polling Room **on the Monday prior to Election Day** (Monday, November 1, 2021 for the Special Primary Election and Monday, January 10, 2022 for the Special General Election).

FACILITY shall agree (initial one):

- To open the Polling Location and Polling Room no later than **5:30 A.M.** on Election Day, OR;
- To provide SUPERVISOR or its assignee (Clerk) with a key to the Polling Place.

Please indicate contact information and instructions for delivery of key, if applicable:

FACILITY shall agree to provide from **5:30 A.M.** until completion of voting and clean-up on Election Day (initial all applicable):

- Chairs for election workers (number of chairs provided _____).
- Tables for election workers (number of tables provided _____).
- Access to power outlets (number of power outlets available _____).
- Use of restroom facilities.
- Air conditioning.

ARTICLE 3 - 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 a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.



Wendy Sartory Link
Palm Beach County Supervisor of Elections

240 South Military Trail, West Palm Beach, FL 33415
Telephone: 561.656.6200 | Fax Number: 561.656.6287



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ARTICLE 4 - EXCUSABLE DELAYS

FACILITY 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 FACILITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies which have been classified by the Governor of Florida or the President of the United States as a State of Emergency and subsequently issue in an Emergency Order allowing for the specific breach of this contract (i.e. an order specifically disallowing use of this or this kind of facility by the public), and abnormally severe and unusual weather conditions which render the polling location unusable.

Upon FACILITY'S request, SUPERVISOR shall consider the facts and extent of any failure to perform the work and, if FACILITY'S failure to perform was without its fault or negligence, the Contract Schedule or any other affected provision of this Contract shall be revised accordingly, subject to SUPERVISOR'S rights to change or terminate this Contract at any time.

ARTICLE 5 - ENTIRETY OF CONTRACTUAL AGREEMENT

SUPERVISOR and FACILITY 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.

ARTICLE 6 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the FACILITY: (i) provides a service; and (ii) acts on behalf of the SUPERVISOR as provided under Section 119.011(2) F.S., the FACILITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. All agreements between FACILITY and SUPERVISOR are subject to the requirements provided under Section 119.0701, F.S.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SUPERVISOR and FACILITY for purposes of executing this agreement on the dates set forth below.

Wendy Sartory Link, Palm Beach County Supervisor of Elections (Signature) Date

FACILITY Representative (Signature) Date

RESOLUTION 2021 - 36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING THE EXECUTION OF STATE-FUNDED GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ATTACHED HERETO AS EXHIBIT "A," WHICH SPECIFIES THE DELIVERABLES FOR CONSTRUCTION SERVICES FOR MCCLURE ROAD FROM PALM ROAD TO SOUTH LAKE DRIVE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida ("Recipient") and the State of Florida Department of Transportation ("Department") desires to enter into an Agreement; and

WHEREAS, the purpose of the Agreement is to provide the Department's participation in the design, construction, and construction engineering inspection (CEI) services of McClure Road from Palm Road to South Lake Drive; and

WHEREAS, the City Commission of the City of Pahokee, Florida, has determined that entering into the State Funded Grant Agreement, attached hereto as Exhibit "A", is in the best interests of the City and its residents.

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

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 City Commission of the City of Pahokee, Florida, hereby approves the State Funded Grant Agreement, attached hereto as Exhibit "A."

Section 3. Authorization of Mayor and City Manager. The City Commission of the City of Pahokee, Florida, hereby authorizes the Mayor and the City Manager to enter into the State Funded Grant Agreement, attached hereto as Exhibit "A", with the State of Florida Department of Transportation. Further, authorizing the City Manager to

take all necessary and expedient action to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED this 28th day of September, 2021.

Keith W. Babb, Jr., Mayor

ATTEST:

Tijauna Warner, City Clerk

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

Gary Brandenburg, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Vice Mayor Bohlen	_____ (Yes)	_____ (No)
Commissioner Gonzalez	_____ (Yes)	_____ (No)
Commissioner Murvin	_____ (Yes)	_____ (No)
Commissioner Perez	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

Exhibit "A"

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

(ATTACHED)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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FPN: <u>448100-1-54-01</u>	Fund: <u>SCRC</u> Org Code: <u>55043010404</u>	FLAIR Category: <u>085576</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: _____	Vendor No: <u>F-596-000-429</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and the 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:

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

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

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering inspection (CEI) services of McClure Road from Palm Road to South Lake Drive, 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.
- 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, 2025. 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.

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 \$1,194,932.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, 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 \$933,943.00 and, additionally the Department's participation in the Project shall not exceed n/a % of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "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 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."

- 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. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. 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. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. 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

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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. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- 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 "D"**. This provision will survive termination of this Agreement.

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

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** 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:

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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

- 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

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

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

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that 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 guarantees 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.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. 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.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. 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.

- g. 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.
- 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, F, and J 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.

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- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____
- g. **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: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

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

The remainder of this page intentionally left blank.

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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:

By:

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

Print Name:

Title: Director of Transportation Development

Title:

Date: _____

Legal Review:

As approved by the Board on:

Attest:

Legal Review:

City Attorney

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448100-1-54-01

This exhibit forms an integral part of the 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: 0.411 MILES: 1.821 (BMP) to 2.232 (EMP)

PROJECT DESCRIPTION: DESIGN, CONSTRUCTION, AND CEI SERVICES FOR McCLURE ROAD

The Project will consist of widening, milling and resurfacing of highway pavement and roadway shoulders from a 2 lane to a 4 lane road. Upgrades/ Improvements of existing facilities along the roadway will be designed in accordance with Florida Greenbook Standards without increasing roadway capacity. The design will included the installation of new guardrail to mitigate crashes. Signal mast arm will be upgraded, along with pavement signing and markings.

SPECIAL CONSIDERATIONS BY RECIPIENT:

DELIVERABLES

DESIGN: 100% Signed and Sealed plans, including, but not necessarily be limited to roadway, signing, and marking plans.

CONSTRUCTION & CEI : The deliverables are contingent on the design of the Project.

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, 2025.

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:

Per provision 10(d) of the Agreement, the Recipient is required to hire a contractor and CEI consultant firm for the Project. The CEI consultant cannot be the Engineering of Record (EOR) for the project. The Recipient may not advertise the construction of the project, until the 100% signed and sealed constructions plans have been approved and until all construction work is shown within the right of way, by the Department. In addition, the County will not be able to proceed with the actual construction of the project, until the Department provides the Recipient with a Notice to Proceed (NTP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: CITY OF PAHOKEE 207 BEGONIA DRIVE PAHOKEE, FLORIDA 33476	FINANCIAL PROJECT NUMBER: 448100-1-54-01
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I. PHASE OF WORK by Fiscal Year:	FY 2022	FY2023	FY2024	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	\$ 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
Construction/CEI - Phase 54	\$ 1,194,932.00	\$ 0.00	\$ 0.00	\$1,194,932.00
Maximum Department Participation - (Small County Outreach Program)	n/a% or \$ 933,943.00	% or \$	% or \$	% or \$ 933,943.00
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 \$ 260,989.00	% or \$ 0.00	% or \$ 0.00	% or \$260,989.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$ 260,989.00	\$	\$	\$ 260,989.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
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:	\$1,194,932.00	\$0.00	\$0.00	\$1,194,932.00

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

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

Leos A. Kennedy, Jr.
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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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 the CITY OF PAHOKEE

PROJECT DESCRIPTION: DESIGN, CONSTRUCTION, CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES ALONG McCLURE ROAD FROM PALM ROAD TO SOUTH LAKE DRIVE

FPID#: 448100-1-54-01

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: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT D
RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

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.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which 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 <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

If 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:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

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)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$933,943.00

*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>

RESOLUTION 2021 - 37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE 2022 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY SUPERVISOR OF ELECTIONS, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee and the Supervisor of Elections desire to work together on municipal elections and to allocate certain responsibilities and expenses between the parties for the municipal elections; and,

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

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

- Section 1.** This Agreement shall be effective upon the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

- Section 2.** The City Commission hereby authorizes and directs the Mayor to execute the attached Agreement with the Palm Beach County Supervisor of Elections, attached hereto as Exhibit "A."

PASSED AND ADOPTED this 28th day of September, 2021.

ATTESTED:

Keith W. Babb, Jr., Mayor

Tijauna Warner, City Clerk

APPROVED AS TO LEGAL
SUFFICIENCY:

Gary M. Brandenburg, City Attorney

Mayor Babb _____
Vice Mayor Bohlen _____
Commissioner Gonzalez _____
Commissioner Murvin _____
Commissioner Perez _____

Exhibit "A"

**2022 MUNICIPAL ELECTION
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

(ATTACHED)



Wendy Sartory Link

Palm Beach County Supervisor of Elections

**2022 MUNICIPAL ELECTION
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as "SOE") and City of Falmlee, Florida (hereinafter referred to as "MUNICIPALITY").

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of the City Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on March 8, 2022, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations.

3.2 Vote-By-Mail Ballots. MUNICIPALITY shall pay SOE for vote-by-mail operations and materials.

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training.

4.2 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

7.2 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES**9.1 Uniform Municipal Election.**

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English, Spanish, and Creole, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

SOE will provide all necessary translations of ballots, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine MUNICIPALITY shall be responsible for all translation costs.

The SOE will be responsible for ordering test ballots. Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election.

In the event of a run-off election, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY must approve ballot content and layout prior to printing.

MUNICIPALITY will be responsible for reimbursing SOE for any and all costs incurred.

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will hire and train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. MUNICIPALITY shall pay poll workers directly for their services.

10.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall pay poll workers directly for their services.

ARTICLE 11 – SELECTION OF POLLING PLACES

MUNICIPALITY shall provide ADA compliant Polling Places. The MUNICIPALITY will be responsible to pay for all costs incurred with Polling Place changes, including the mailing of Polling Place change notices to voters.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election.

MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s), polling locations, polling places and all other information contained therein. At MUNICIPALITY'S option and expense, SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election.

12.2 Run-Off Election.

In the event of a run-off election, SOE *shall not* create or mail sample ballots.

ARTICLE 13 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES**13.1 Uniform Municipal Election.**

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment.

13.2 Run-Off Election.

SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

13.3 MUNICIPALITY is not permitted to deliver any election equipment.**ARTICLE 14 – LOCATION AND STORAGE OF VOTING EQUIPMENT**

All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 15 – CANVASSING OF ELECTION RESULTS

15.1 County Canvassing Board. If MUNICIPALITY is using the County Canvassing Board, SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

15.2 Municipal Canvassing Board. If MUNICIPALITY is using its own, separate Canvassing Board, MUNICIPALITY shall coordinate with SOE and schedule the date(s) on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. Supervisor of Elections will not be a member of the MUNICIPALITY'S Canvassing Board. The Supervisor of Elections may be a substitute member. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

15.3 Run-Off Election. In the event of a run-off election, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY'S Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct.

ARTICLE 16 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting an audit, if necessary.

ARTICLE 17 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules. The MUNICIPALITY is responsible for maintaining candidate qualifying documents and certified results in accordance with Florida Law.

ARTICLE 18 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording and maintaining voter history. MUNICIPALITY is responsible for determining whether voters are eligible electors, pursuant to municipal charters and ordinances.

ARTICLE 19 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 20 – HOLD HARMLESS COVENANT

MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or

occurrence. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 21 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 22 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

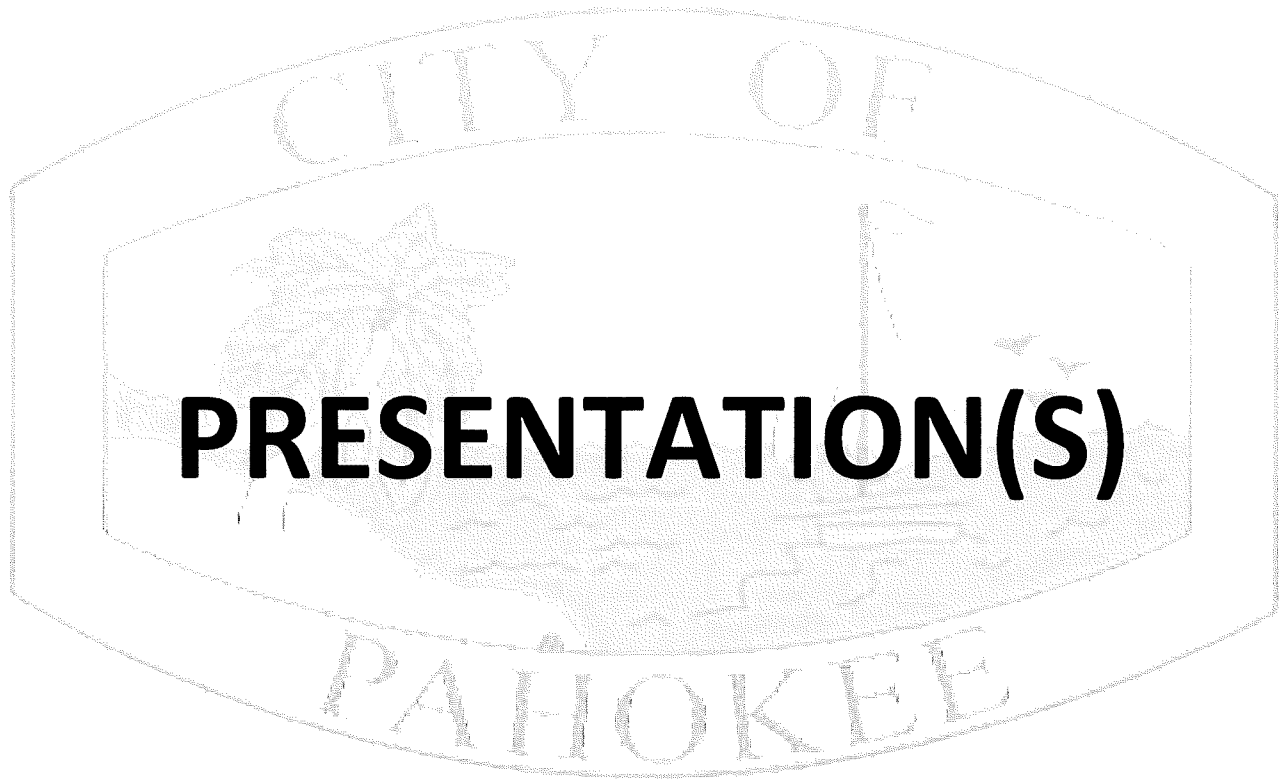
Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)





PUBLIC RISK INSURANCE ADVISORS

PART OF THE
BROWN & BROWN TEAM

INSURANCE PROPOSAL PREPARED FOR

City of Pahokee

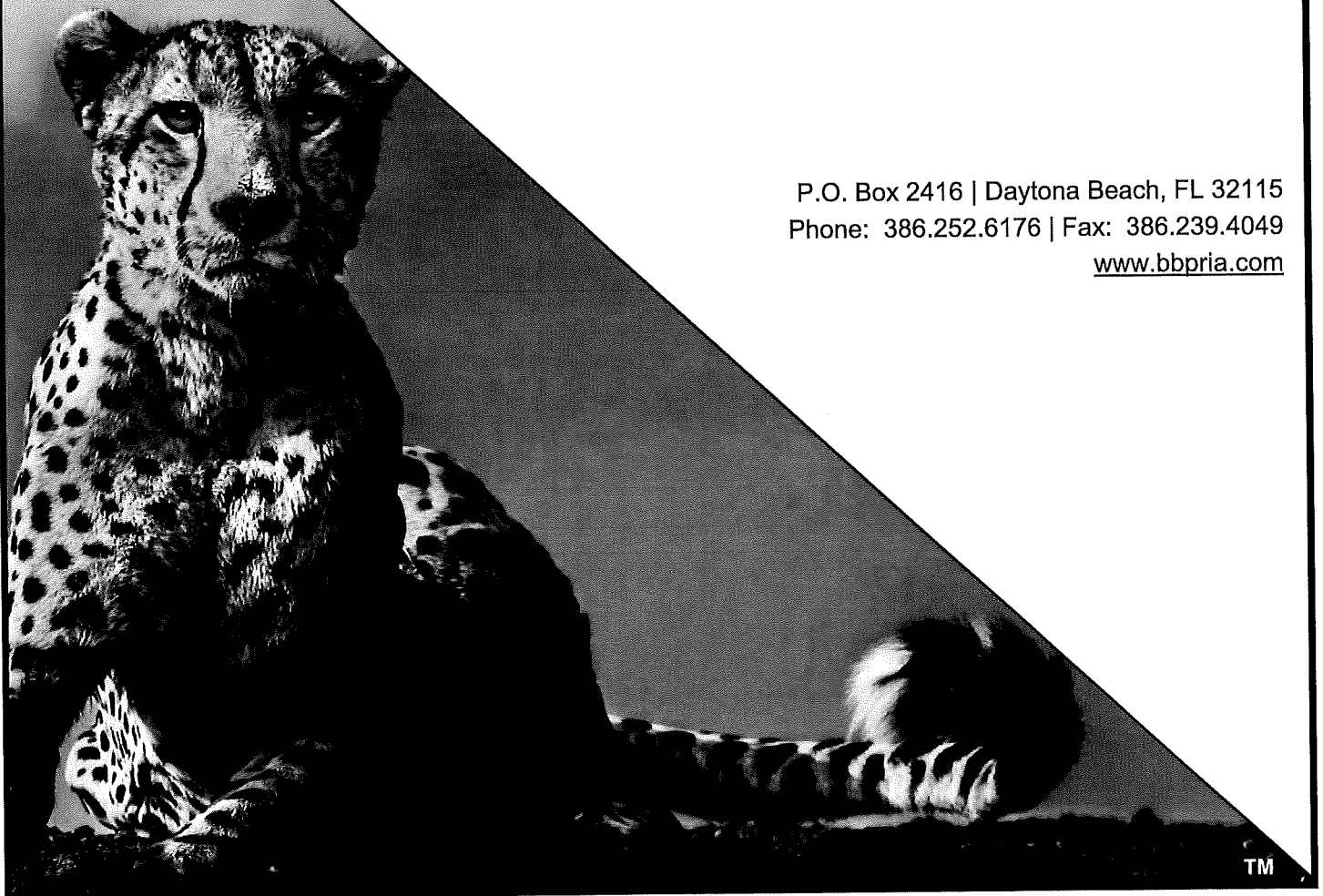
October 1, 2021 – October 1, 2022

PRESENTED BY:
Matthew Montgomery, Public Risk Advisor

P.O. Box 2416 | Daytona Beach, FL 32115

Phone: 386.252.6176 | Fax: 386.239.4049

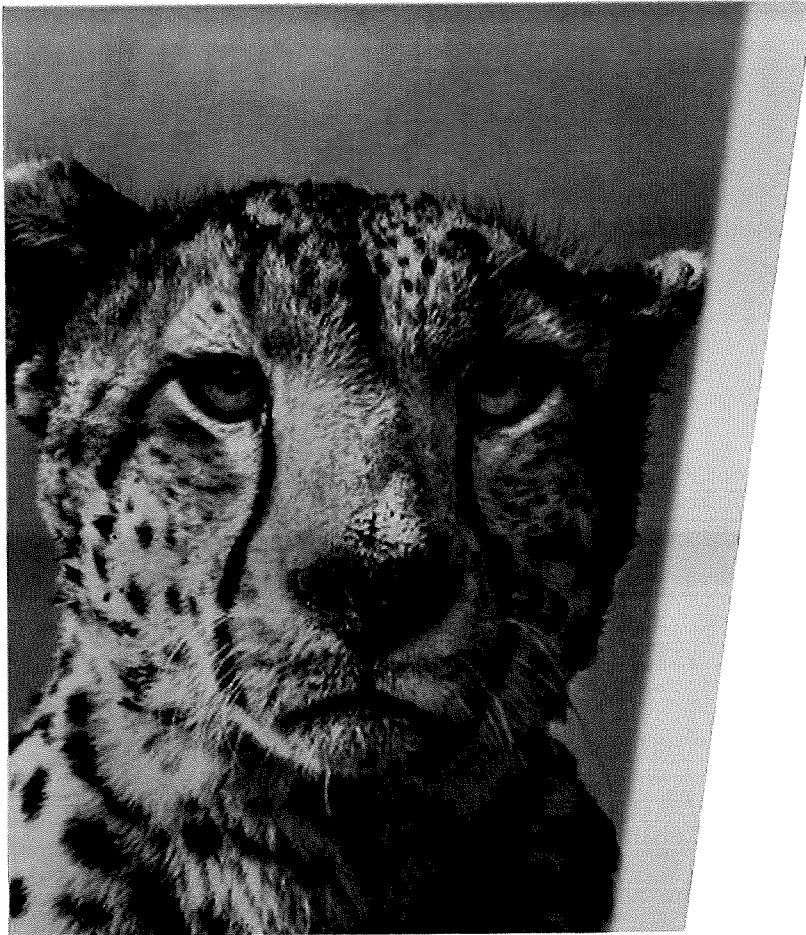
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Our Story

Public Risk Insurance Advisors (PRIA) is a proud member of the Brown & Brown family – an 80-year-old, publicly traded, Florida corporation currently ranked as the 6th largest insurance brokerage in the United States of America. Our Brown & Brown family is now more than 10,000 teammates, spanning from London to Los Angeles. Through our collaborative efforts, we design, place, and service more than \$20 Billion in annual insurance products. We passionately undertake these efforts on behalf of our clients – ranging from individuals and small businesses, to state governments and Fortune 500 companies.

The PRIA team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 250 clients.

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their employee benefits programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.

An Introduction to Your Service Team

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	mmontgomery@bbpria.com
Robin Russell, ARM-P, CISR, CSRM Director of Operations	(386) 239-4044	rrussell@bbpria.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	pdawson@bbpria.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	mmartin@bbpria.com
Brian Cottrell, CIC, CRM Vice President / Public Risk Advisor	(386) 239-4060	bcottrell@bbpria.com
Kyle Stoekel, ARM-P, CIC Public Risk Advisor	(386) 944-5805	kstoekel@bbpria.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	vreedy@bbpria.com

Service Representatives

Melody Blake, ACSR Public Risk Specialist	(386) 239-4050	mblake@bbpria.com
Patricia "Trish" Jenkins, CPSR Public Risk Specialist	(386) 239-4042	pjenkins@bbpria.com
Danielle Coggon, CISR Public Risk Specialist	(386) 239-4048	dcoggon@bbpria.com
Christina Carter, CIC, CRM Public Risk Specialist	(386) 333-6069	ccarter@bbpria.com
Schylar Howard Public Risk Specialist	(386) 265-6117	showard@bbpria.com
Emily Bailey Public Risk Specialist	(386) 333-6085	ebailey@bbpria.com
Alexa Gray Assistant Public Risk Specialist	(386) 333-6068	agray@bbpria.com

Certificate Requests: certificates@bbpria.com **Claim Reporting:** claims@bbpria.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at PRIA are dedicated to achieving this goal and distinguishing ourselves from the competition.

Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred's history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: **preferred** for unmatched public entity experience, innovation, stability and personalized service.

Preferred's Member Types

Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

Preferred's Comprehensive Coverages

Property	Workers' Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators' Legal Liability

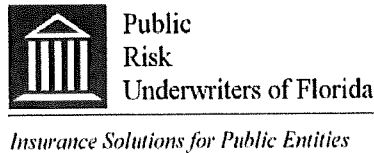
The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred's* sole focus on government ensures that members' unique needs are met.

Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design,** including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

***Preferred's* Expert Boards Know Your Business**

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping *Preferred* as the premier public entity insurer of its kind.

Preferred Claims Administration

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

Preferred Safety and Risk Management Services

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – Preferred's Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

Property – Inland Marine

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
\$12,056,538	Blanket Value Buildings and Contents
Special Property Coverages	
\$5,000,000	Flood
\$5,000,000	Earth Movement
\$5,000,000	TRIA
Inland Marine (Per Schedule Provided)	
\$123,705	Blanket Unscheduled Inland Marine***
\$26,000	Communication Equipment***
Included in Blanket	Contractor's / Mobile Equipment***
Included in Blanket	Electronic Data Processing Equipment***
Included in Blanket	Emergency Portable Service Equipment***
Included in Blanket	Fine Arts***
Included in Blanket	Other Inland Marine
Not Included	Rented, Leased or Borrowed Equipment♦♦
Included in Blanket	Valuable Papers
Not Included	Watercraft, Not Including Hull Coverage**

Deductibles: \$1,000 per Occurrence – Buildings and Contents, Earth Movement and TRIA

5% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$15,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine

\$1,000 any one occurrence for Flood, except:
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$1,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be schedule.

Property – Inland Marine

“Named Storm” Definition: “...the direct action of wind, **including wind driven water and storm surge** when associated with or occurring in conjunction with a storm or weather disturbance which is named...” Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at “Agreed Value” if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
 - a. At the location shown on the Schedule of the Declarations,
 - b. Property in the open within 1,000 feet of locations described in a. above,**
 - c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.
7. During the current coverage agreement period, there will be no charge for any new locations acquired after the inception date of the agreement. If the newly added location was owned or acquired prior to the inception date of the coverage agreement, then premium is due at the time the location is added.
8. The Preferred Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
9. ***Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.**

Property – Inland Marine

Sublimits of Coverage	
Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.	
\$500,000	Accounts Receivable, per occurrence
\$1,000,000	Additional Expense
\$5,000	Animals, annual aggregate
\$1,00,000	Business Income
\$250,000, or 25% of loss whichever is greater	Debris Removal, per occurrence
\$500,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence
\$250,000	Errors and Omissions, per occurrence
\$5,000	Expediting Expense, per occurrence
\$25,000	Fire Department Charges, per occurrence
\$50,000	Fungus Cleanup Expense, annual aggregate
\$25,000 Per Occurrence \$1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)
\$2,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.
\$50,000	Personal Property of Employees, per occurrence
\$50,000	Pollution Cleanup Expense, annual aggregate
\$250,000	Preservation of Property, per occurrence
\$20,000	Professional Fees, per occurrence
\$150,000	Property at Miscellaneous Unnamed Locations
\$10,000	Recertification, per occurrence
\$100,000	Service Interruption Coverage, per occurrence
\$250,000	Transit, per occurrence

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

Property – Inland Marine Major Exclusions

Property Not Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
11. **Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
15. Personal property of volunteers.
16. Underground pipes, unless loss is from a specified peril.

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Date Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill

Equipment Breakdown

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	\$12,056,538
Water Damage	\$1,000,000
Ammonia Contamination	\$1,000,000
Hazardous Substance Coverage	\$1,000,000
Utility Interruption (24 Hour Waiting Period)	\$2,000,000
Spoilage Damage	\$250,000
Ordinance or Law	\$1,000,000
Expediting Expenses	\$1,000,000
Data or Media	\$250,000
Fungus, Wet Rot, Dry Rot	\$15,000

Deductibles: Same as Property – Building and Contents
24 Hours – Utility Interruption

Crime

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

Coverage	Limit	Deductible
Employee Dishonesty, Including Faithful Performance	\$500,000	\$1,000
Forgery or Alteration Coverage	\$500,000	\$1,000
Theft, Disappearance and Destruction Coverage		
Inside	\$500,000	\$1,000
Outside	\$500,000	\$1,000
Computer Fraud Coverage (Including Funds Transfer)	\$500,000	\$1,000

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

General Liability

Term: October 1, 2021 to October 1, 2022
Company: Preferred Governmental Insurance Trust (*Preferred*)
Form: Occurrence

Coverage	Limit	Deductible
General Liability		
Bodily Injury and Property Damage, per Occurrence	\$2,000,000	\$0 Per Occurrence
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	N/A	
Employee Benefits Liability, per Occurrence	\$2,000,000	
Sublimits		
Vicarious Law Enforcement Liability, per Occurrence	\$2,000,000	Same as General Liability
Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate.	\$300,000	
Sewer Backup and Water Damage: Non-Negligent Claims	\$10,000/\$200,000	
Negligent Claims.	\$200,000/\$200,000	
Herbicide and Pesticide, per Occurrence	\$1,000,000	

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense.

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery

Deadly Weapon Protection

Term: October 1, 2021 to October 1, 2022
Company: Preferred Governmental Insurance Trust (*Preferred*)
Form: Claims Made

Deadly Weapon Protection – Claims Made Retroactive Date: 10/1/2019		
Coverage	Limit	Deductible
Deadly Weapon Event (Including Claims Expenses), per event	\$1,000,000	\$0 Per Event
Deadly Weapon Protection – Sublimits		
Business Interruption	Included	\$0 Per Event
Demolition, Clearance, and Memorialization, per event	\$250,000	
Extra Expense, per event	\$250,000	
Crisis Management	Included	
Property Damage Extension, per event	\$250,000	
Counseling Services, per event	\$250,000	
Funeral Expenses, per event	\$250,000	
Claims Expenses	Included	

Notes of Importance:

1. Coverage limited to scheduled locations only.
2. Premium is not audited.
3. Defense Costs are paid within the policy limits.
4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the City to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Explosive devices unless used in conjunction with a Deadly Weapon Event.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counseling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
 - owned, leased, rented or occupied by the Covered Party.
 - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.

Deadly Weapon Protection

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Public Officials Liability/Employment Practices Liability Cyber Liability

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: POL/EPLI: Claims Made – Duty to Defend
Cyber Liability: Claims Made – Duty to Defend

Coverage	Limit	Deductible
Public Officials Liability Retroactive Date: 10/1/1994		
Per Claim	\$2,000,000	\$0 Per Claim
Employment Practices Liability Retroactive Date: 10/1/1994		
Per Claim	\$2,000,000	\$0 Per Claim
Sublimits		
Employee Pre-Termination Legal Consultation Services Per Employee	\$2,500	
Aggregate	\$5,000	
Non-Monetary Claims Defense Costs, Aggregate	\$100,000	

Cyber Liability Retroactive Date: 10/1/2018		
Each Claim	\$2,000,000	\$25,000 Per Claim
Aggregate for all Notification Costs	\$2,000,000	
Aggregate for all Regulatory Fines & Expenses	\$2,000,000	
Sublimits		
Cyber Crime, Aggregate for all Sublimits below: Social Engineering Financial Fraud, per claim	\$250,000 \$250,000	
Funds Transfer Fraud, per claim	\$100,000	
Invoice Manipulation, per claim	\$100,000	
Utility Fraud, Aggregate for all Sublimits below: Crypto-Jacking, per claim	\$100,000 \$100,000	
Telecommunications Fraud, per claim	\$100,000	
Bricking Incident, per claim	\$250,000	
Voluntary Shutdown, per claim	\$250,000	
PCI DSS, per claim	\$1,000,000	

*Coverages included in Cyber Liability include the following:

- Media Content Services
- First Party Business Interruption
- Privacy
- First Party Crisis Management
- First Party Extortion Threat
- Network Security

Public Officials Liability/Employment Practices Liability Cyber Liability

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.
3. Broadened definition of "Who is an Insured."
4. Limits of Liability are subject to Florida Statute 768.28.

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the "Bert J. Harris Jr., Private Property Rights Protection Act" or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers' Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers' Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability

Public Officials Liability/Employment Practices Liability Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability and Physical Damage

Term: October 1, 2021 to October 1, 2022

Company: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
Automobile Liability (Based on 27 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$2,000,000	1	\$0 Each Accident
Personal Injury Protection	Statutory	5	\$0 Per Person
Medical Payments	N/A	N/A	N/A
Uninsured Motorist	Rejected	N/A	N/A
Physical Damage			
Comprehensive (Based on 27 Vehicles)	Per Schedule	2, 8	\$500 per Vehicle
Collision (Based on 27 Vehicles)	Per Schedule	2, 8	\$500 per Vehicle
Rental Coverage	\$50 per day / \$5,000 Aggregate		N/A
Hired Physical Car Damage	\$35,000		\$500 per Vehicle

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

SYMBOL	DESCRIPTION
1	= ANY "AUTO"
2	= ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	= OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4	= OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
5	= OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	= OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
7	= SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8	= HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	= NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.

Workers' Compensation

Term: October 1, 2021 to October 1, 2022

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

Class Code	Description of Class Code	Estimated Payroll
5509	Street or Road Maintenance or Beautification & Drivers	\$739,259
8810	Clerical Office Employees NOC	\$747,037
9015	Building or Property Management – All Other Employees	\$222,232
9102	Lawn Maintenance – Commercial or Domestic & Drivers	\$315,374
9410	Municipal, Township, County or State Employee NOC	\$124,207
Total Payroll		\$2,148,109
Estimated Manual Premium		\$95,429
Experience Modification		1.00
Estimated Annual Premium		\$77,791

Notes of Importance:

1. The "Estimated Annual Premium" includes all applicable credits including safety program and drug-free workplace credits as per Florida Statute 440.
2. Employer's Limit of Liability is \$1,000,000/\$1,000,000/\$1,000,000.
3. Experience modification factor is subject to verification. This final amount of credit is dependent upon compliance with program requirements.
4. Final premium subject to payroll audit.
5. The expense constant charge has been included.
6. **Payment terms are quarterly.**

Premium Recapitulation
Page 1 of 2

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<i>Preferred Package</i>			
Property including Equipment Breakdown	\$88,425.00	<input type="checkbox"/>	<input type="checkbox"/>
Inland Marine	\$453.00	<input type="checkbox"/>	<input type="checkbox"/>
Crime / Employee Dishonesty	\$1,800.00	<input type="checkbox"/>	<input type="checkbox"/>
General Liability	\$38,086.00	<input type="checkbox"/>	<input type="checkbox"/>
Deadly Weapon Protection*	Included		
Public Officials / Employment Practices Liability	\$83,728.00	<input type="checkbox"/>	<input type="checkbox"/>
Cyber Liability	\$6,500.00	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$12,521.00	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Physical Damage	\$4,845.00	<input type="checkbox"/>	<input type="checkbox"/>
Package Payment Plan:	50% Down, 2-25% Installments	<input type="checkbox"/>	<input type="checkbox"/>

***Deadly Weapon Protection Coverage:** Any Event that occurs at a Location which has been specifically leased or loaned by the City to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, **MUST BE reported to AND APPROVED by Preferred PRIOR** to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Workers' Compensation	\$77,791.00	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation Payment Plan:	Quarterly	<input type="checkbox"/>	<input type="checkbox"/>

Premium Recapitulation
Page 2 of 2

I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.



(Signature)

(Name & Title)

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/1/2021. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
10. **With the exception of Workers' Compensation, the total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to the Public Risk Insurance Advisors. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
15. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

***PREFERRED* Compensation Disclosure**

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2020 – 2021 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred's* operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.

COVERAGE PROPOSAL
FOR

CITY OF PAHOKEE

PROPOSED EFFECTIVE DATE: OCTOBER 1, 2021

ADMINISTERED AND PREPARED BY:
DEPARTMENT OF INSURANCE SERVICES OF THE
FLORIDA LEAGUE OF CITIES, INC.
PO BOX 538135 • ORLANDO FL 32853-8135

“THE FLORIDA MUNICIPAL INSURANCE TRUST PROMISE”

**The FMIT will provide exceptional coverages and service for your insurance needs.
Your business is important to us.**

We will make every effort to match any competitor’s pricing for similar exposures, coverages, terms and conditions contingent on the ability of the competitor to verify that its rates are established by an independent actuary and its reinsurance structure is currently in place.

The competitor’s reinsurer(s) must have an AM Best rating of an A or better, as the FMIT prides itself on not only the financial solvency of the Trust itself but also of the reinsurance partners with whom we do business.

This proposal remains in effect until October 1, 2021.

A specimen agreement is attached. This proposal contains a brief, general description of coverages. It is not intended to describe or cover all the terms, limits, conditions and exclusions of the agreement.

The FMIT agreement language will supersede any differences between the agreement and this proposal summary.



Proposal for 2021-2022

City of Pahokee

PROPERTY COVERAGE

Limit

Blanket Real & Personal Property

\$12,029,538

An Asset Valuation will be provided at no charge.

Insured assets adjusted due to valuation will be endorsed onto the policy. Additional premium or return premium will be included on the next installment billing.

Electronic Data Processing:

- Equipment: Included in Contents
- Software: Included in Contents
- Equipment Breakdown: Included in Contents

Agreed Amount

Valuation Basis:

Replacement Cost

Coverage Form:

Special

Deductibles:

\$1,000 Per Occurrence - Real & Personal Property, Other Property

Named Storm Deductible is 5% of the scheduled Building, Personal Property, Other Property (including property in the open) and Business Income. The percentages are calculated using the Schedule of Values on file with FMIT. The Named Storm deductible is calculated separately and applied individually to each Building, Personal Property, Other Property and Business Income per occurrence.

Business Income waiting period is 72 hours.

Piers, wharves, docks, boardwalks and bridges are wind excluded with cause of loss – Basic Form applied. See options page for wind quote if applicable.

Antennas, towers and similar structures, including but not limited to transmitting and receiving, over \$100,000 are wind excluded:

PROPERTY COVERAGE EXTENSIONS:

Excess Flood Coverage	\$5,000,000
Flood Zones A & V deductible is excess of NFIP (\$500,000 per building)	
Other Flood Zones - AOP deductible or other flood limits purchased, whichever is greater, per occurrence	
Terrorism	\$5,000,000
Newly Acquired or Constructed Property	\$2,000,000
Extra Expense	\$1,000,000
Newly Acquired Business Personal Property	\$500,000
Business Income	\$500,000
Valuable Papers & Records	\$500,000
Accounts Receivable	\$500,000
Property Damage Mitigation Coverage (Named Storm)	\$500,000
Unintentional Errors & Omissions	\$250,000
Electronic Data Processing Equipment (Software)	\$250,000
Personal Property Off Premises	\$250,000
Property In Transit	\$250,000
Off Premises Power Failure	\$100,000
Pollutant Clean Up & Removal	\$100,000
Preservation of Property	\$100,000
Service Interruption Coverage	\$100,000
Leasehold interest	\$100,000
Personal Property of Others	\$50,000
Fungus Clean Up & Removal	\$25,000
Debris Removal	25% of Loss
Building Ordinance Coverage, Including Demolition	25% of Loss
Recertification of Equipment/Fire Extinguisher Recharge	\$250/Day
Police Dogs & Horses	
Death in line of duty	\$15,000
Annual Maximum	\$30,000
Antiques & Objects of Art	
Per Item	\$15,000
Annual Maximum	\$250,000
Arson Reward	\$5,000
Non-Scheduled Property in the Open	\$130,000

EQUIPMENT BREAKDOWN COVERAGE

Subject to any applicable limits on the Property, Allied Lines and Crime Declarations, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any "one accident."

These coverages apply to all locations covered on the policy, unless otherwise specified.

I. Coverages	Limits
Equipment Breakdown	Subject to the Real and Personal Property Limit described in proposal or \$50,000,000, whichever is less.
Business Income	Subject to the Business Income Limit described in proposal.
Extra Expense	Subject to the Extra Expense Limit described in proposal.
Expediting Expense	\$1,000,000
Hazardous Substances	\$500,000
Spoilage	\$500,000
Data Restoration	\$500,000
"Fungus," Wet Rot, Dry Rot And Bacteria	\$25,000
Service Interruption*	Subject to Business Income, Extra Expense, and Spoilage Limits
Water Damage	Included in Property Coverage.
II. Deductibles	
Direct Coverages	Subject to the Real and Personal Property deductible described in proposal.
Indirect Coverages	Subject to the Time Element deductible described in proposal.
III. Other Conditions	

*Unless the interruption exceeds 24 hours, we will not pay for any loss under Service Interruption.

"Covered equipment" does not include "electrical generating equipment"; however, this exclusion does not apply to emergency generators.

GENERAL LIABILITY COVERAGE

Comprehensive General Liability	Limits
Limit Per Occurrence:	\$2,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Public Officials E & O / Employment Practices Liability	Limits
Limit Per Occurrence:	\$2,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

FMIT Advantage: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability.

ADDITIONAL BENEFITS:

Defense Costs paid in addition to policy limits

Premises Operations

Products/Completed Operations

Contractual Liability (Designated Contracts Only)

Owners & Contractors' Protective Liability

Personal Injury Liability

Host Liquor Liability

Incidental Medical Malpractice Liability

Watercraft Liability

Fire Legal Liability - Maximum \$500,000 in any one Trust Year

Broad Form Property Damage - Maximum \$500,000 in any one Trust Year

Advertising Injury Liability

Skate Facility Liability

Employment Practices Liability

Free Legal Advise For Employment Related Matters

Employee Benefits Program Administration Liability

Extra Contractual Legal Expense - \$100,000 Aggregate Limit

(EEOC, Florida Commission on Human Relations, Ethics)

Sewer line Backup and Initial Cleanup Expense - \$10,000 per affected property/\$200,000 Aggregate Limit

Crisis Intervention

HR Helpline - Full Legal Support and Online Services

Herbicide/Pesticide Spraying

Limit is the General Liability limit or \$1,000,000 aggregate per fund year, whichever is the lesser amount.

Bert Harris Act/Inverse Condemnation - \$300,000 Limit Per Occurrence/Aggregate. Limit includes Defense Costs.

Deductible is \$5,000 or the policy deductible, whichever is greater.

Cyber Coverages including Privacy, Network Security and Data Breach.

Fraudulent Instructions and Electronic Crime. \$1,000,000 Annual Aggregate. Claims Made.

Cyber Risk Management Tools Web Site.

AUTOMOBILE COVERAGE

Limits

Comprehensive Automobile Liability \$2,000,000
Deductible: \$0

Personal Injury Protection \$10,000
Deductible: \$0

Automobile Physical Damage

Comprehensive Coverage \$500 Deductible

Collision Coverage \$500 Deductible

Note: "Vehicles with \$0 value on schedule provided were not included in the quote for APD."

Coverage Includes:

- Hired & Non-Owned Liability
- Rental Reimbursement - scheduled vehicles
- Lease Differential - scheduled vehicles
- Limited Replacement Cost - owned private passenger vehicles, SUVs, Pickup Trucks
- Member's Personal Effects

FMIT Advantage: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for Automobile Liability.

CRIME & BOND COVERAGE**Limits****Bond Coverage:**

Employee Theft - Per Employee	\$500,000
Deductible:	\$1,000
Faithful Performance - Per Employee	\$500,000
Deductible:	\$1,000
Finance Director	\$500,000
Deductible:	\$0

Crime Coverage:

Theft of Money & Securities - Loss Inside	\$500,000
Deductible:	\$1,000
Outside the Premises	\$500,000
Deductible:	\$1,000
Computer and Funds Transfer Fraud	\$500,000
Deductible:	\$1,000
Forgery or Alteration	\$500,000
Deductible:	\$1,000
Money Orders and Counterfeit Money	\$500,000
Deductible:	\$1,000

WORKERS' COMPENSATION PAYROLLS

	Limit
Workers' Compensation	Statutory
Employers Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

<u>CODE</u>	<u>DESCRIPTION</u>	<u>PAYROLL</u>
5509	STREET OR ROAD MAINTENANCE	739,259
8810	CLERICAL	747,037
9015	BUILDINGS - OPERATION BY OWNER	222,232
9102	PARK NOC	315,374
9220	CEMETERY OPERATION	124,207
TOTAL PAYROLL		\$2,148,109

Deductible: \$0

Experience Modification Factor: 10/1/2021 1.00

Safety Credit: Yes

Drug Free Credit: Yes

Premium calculation includes 5% Drugfree Credit and 2% Safety Credit - Requires receipt of approved applications.

Payrolls and WC premium, including any applicable incentive credits, are subject to Final Audit.

PREMIUM SUMMARY

Coverage Line	Annual Premium
Blanket Real & Personal Property FMIT Disaster Preparedness and Recovery Program	\$62,028 INCLUDED
Inland Marine	INCLUDED
Equipment Breakdown Coverage	INCLUDED
Crime & Bond Coverage	INCLUDED
General Liability Coverage	\$26,164
Public Officials E&O / Employment Practices Liability	\$14,260
Automobile Coverage	\$11,933
Workers' Compensation Coverage	\$45,239
Total FMIT Premium	\$159,625

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

Please Read the following Important Notes

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

INTEREST FREE INSTALLMENT PLAN

First Installment

Second Installment

Third Installment

Fourth Installment

25% minimum due

25% minimum due

25% minimum due

25% minimum due

October 1, 2021

January 1, 2022

April 1, 2022

July 1, 2022

Payment will be forwarded to the Florida League of Cities in Tallahassee

OPTIONAL PRIOR ACTS COVERAGE

	<u>DEDUCTIBLE</u>	<u>LIMIT</u>	<u>NET PREMIUM</u>
- Public Officials E & O Prior Acts Coverage			
Retroactive Date: October 1, 1994	*	\$1,000,000	\$419

Note: This premium is in addition to the Total FMIT Premium shown.

The total E&O Prior Acts Coverage Net Premium is \$1,256 which will be billed over a three year installment period. The amount shown as Net Premium above \$419 represents the first year's installment. If the City awards FMIT for coverage, including E&O Prior Acts Coverage, and cancels or non-renews coverage within three (3) policy years, the City will be obligated to pay the remaining balance of the total E&O Prior Acts Coverage Net Premium within 30 calendar days of policy cancellation.

Prior Acts

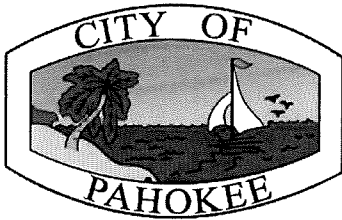
Coverage for prior acts is retroactively extended for claims that occurred but were not reported to the designated member or to the Florida Municipal Insurance Trust until the effective date of coverage, whether or not reported to the prior insurer. No coverage will be provided for any occurrence that may cause a potential claim that the insured was aware of prior to the effective date of this endorsement and which was not reported to the prior insurer.

This Prior Acts Coverage will be cancelled automatically if the member's liability coverage through the Trust is cancelled or not continuously renewed for a period through and including the number of years provided under the retroactive date shown above.

* The deductible is \$10,000 or the policy deductible, whichever is greater.



OLD BUSINESS



Observed Holidays 2021 - 2022

Veterans Day	November 11 th , 2021
Thanksgiving	November 24 th -26 th , 2021
Christmas Eve & Christmas Day	December 24 th & 27 th , 2021
New Year's Eve	December 31 st , 2021
New Year's Day	January 3 rd , 2022
Martin Luther King Jr. Day	January 17th, 2022
Presidents' Day	February 21st, 2022
Memorial Day	May 30th, 2022
Juneteenth Day	June 20 th 2022
Independence Day	July 4th, 2022
Labor Day	September 5th, 2022

City Manager Two (2) day Discretion