



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, August 25, 2020 6:00 p.m.

360 East Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held **by**
Teleconference/Zoom, to discuss the August 25, 2020 Agenda.

A. INVOCATION AND PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

NOTICE

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

SUBJECT TO CHANGE



AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING

(This meeting is being held by teleconference/zoom)

TUESDAY, AUGUST 25, 2020 6:30 P.M.

- A. INVOCATION AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS
- D. CITIZEN COMMENTS/PUBLIC SERVICE ANNOUNCEMENTS – ALL ITEMS ON AGENDA (3 MINUTES)
- E. APPROVAL OF MINUTES
- F. CONSENT AGENDA
- G. ORDINANCE(S)
- H. RESOLUTION(S)
- I. **Resolution 2020 – 21 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2020/2021 BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, ATTACHED HERETO AS EXHIBIT “A”;**
PROVIDING FOR AN EFFECTIVE DATE.
- J. PUBLIC HEARINGS
- K. PROCLAMATION(S)
 - 1. Dr. Heidi Greenslade
 - 2. Lt. Dan Picciolo
- L. PRESENTATION(S)
- M. REPORT OF THE MAYOR
- N. REPORT OF THE CITY MANAGER
- O. REPORT OF THE CITY ATTORNEY
- P. OLD BUSINESS
- Q. NEW BUSINESS
- R. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY
- S. FOR THE GOOD OF THE ORDER (COMMUNITY EVENTS, FEEL GOOD ANNOUNCEMENTS)
- T. ADJOURN

NOTICE

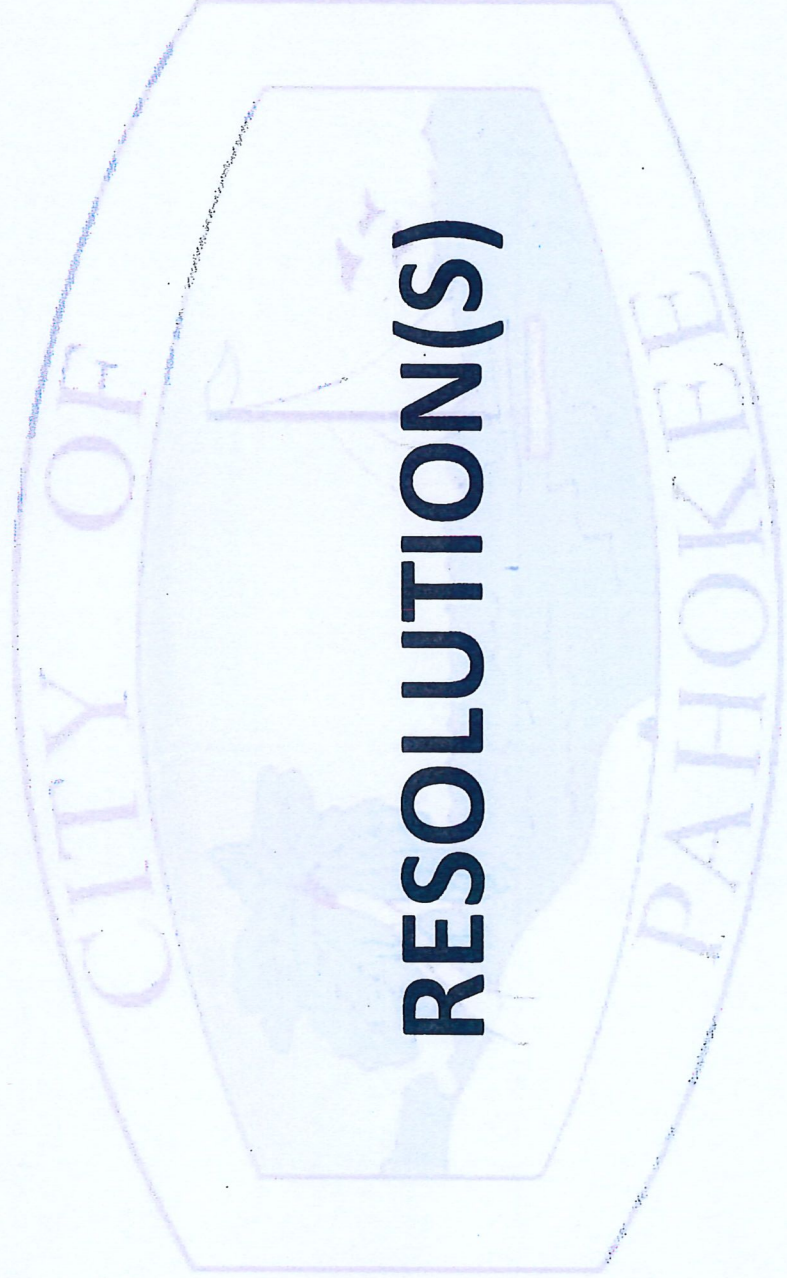
If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony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

SUBJECT TO CHANGE

**ANNOUNCEMENT – NOTICE OF EXECUTIVE CLOSED DOOR
SESSION CITY OF PAHOKEE**

At approximately 7:00 PM on Tuesday, August 25, 2020, or as soon thereafter as it may be heard, the City Commission shall meet privately to discuss pending litigation pursuant to Section 286.011(8), Florida Statutes for the following case: Okeechobee Land Company Inc. v. City of Pahokee, Florida, CASE NO. 50-2018-CA-10776MBAF. Present at the attorney-client session will be Commissioner Bohlen, Commissioner Everett, Commissioner Hill, Vice Mayor Murvin, Mayor Babb, City Manager Chandler Williamson and City Attorney Burnadette Norris-Weeks and Assistant City Attorney Michelle Austin Pamies and Candice Cobb and One the Record Court Reporters. This meeting will be a virtual meeting.

The estimated length of the attorney-client session will be 45 minutes.



RESOLUTION 2020-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR FISCAL YEAR 2020/2021 BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY FOR FUNDING OF CODE ENFORCEMENT SERVICES, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Palm Beach County made Forty-Four Thousand Eight Hundred Sixty-Six Dollars (\$44,866.00) in CDBG funds available to the City of Pahokee to provide services to low or moderate income property owners within its municipal boundaries by funding code enforcement services to enforce applicable housing and building codes; and

WHEREAS, the City of Pahokee will utilize the aforementioned CBDG funds to cover, in whole or in part, the salary and benefits of a Code Compliance Clerk III for the period of October 1, 2020 to September 30, 2021, as set forth in the CBDG Agreement; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") deems that entering into this CBDG Agreement is in the best interest of the residents of the City.

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 Mayor and City Administrator. The City Commission of the City of Pahokee, Florida hereby authorizes the Mayor and City Manager to enter into a CDBG Agreement for FY 2020/2021 between the City of

Pahokee and Palm Beach County for funding of Code Enforcement Services, attached hereto as Exhibit "A." The 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 ____ day of August 2020

ATTEST:

Keith W. Babb, Jr., Mayor

Nohemi Polanco, Interim City Clerk

Chandler F. Williamson, City Manager

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

Burnadette Norris-Weeks, P.A.
Interim City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Exhibit "A"

CDBG Agreement - FY 2020/2021

(ATTACHED)



PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY
DOCUMENT TRANSMITTAL

TO: CITY OF PAHOKEE

August 13, 2020

RE: FY 2020/2021 CDBG Agreement

PLEASE RETURN YOUR AGREEMENTS PER THE FOLLOWING:

1. **BLUE INK:** SIGN ALL DOCUMENTS IN BLUE INK

2. **SEAL:** INCLUDE AGENCY/MUNICIPALITY SEAL ON ALL DOCUMENTS

IF YOUR ORGANIZATION DOES NOT HAVE A SEAL, 1) ATTACH A LETTER ON YOUR LETTERHEAD STATING SO, AND 2) PRINT THE WORD "**SEAL**" WITHIN A CIRCLE AT THE LOCATION INDICATED FOR THE AGENCY SEAL.

3. **DO NOT** INSERT A DATE ON THE DOCUMENTS. **HES** WILL INSERT THE DATE

4. **CERTIFICATE OF INSURANCE:** PURSUANT TO INSURANCE SECTION OF THE AGREEMENT, PLEASE INCLUDE A COPY OF YOUR INSURANCE CERTIFICATE WITH THE EXECUTED DOCUMENTS

INSURANCE COVERAGE **MUST** MEET THE INSURANCE AMOUNT REQUIREMENTS IN THE AGREEMENT. THE CERTIFICATE MUST SHOW THE **ADDITIONAL INSURED** AS "PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O DEPARTMENT OF ECONOMIC SUSTAINABILITY".

5. **SIGNATORY AUTHORITY:** PROVIDE A LETTER ON YOUR LETTERHEAD

(A) CERTIFYING WHICH INDIVIDUALS ARE AUTHORIZED TO SIGN ON BEHALF OF YOUR ORGANIZATION. YOUR LETTER MUST BE SIGNED BY AN OFFICER OF THE CORPORATION, **AND**

(B) THE SOURCE OF THIS AUTHORITY (E.G., BOARD RESOLUTION, MINUTES, BY LAW, ETC.) **MUST** BE INCLUDED.

PLEASE RETURN ALL DOCUMENTS TO:

Joe Greco
Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Phone: 561-233-3617; e-mail: jgreco2@pbcgov.org

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

THE CITY OF PAHOKEE

THIS AGREEMENT, with an effective date of October 1, 2020, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and the **City of Pahokee**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **207 Begonia Drive, Pahokee, FL 33476**.

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

WHEREAS, Palm Beach County made \$44,866 in CDBG funds available to the **City of Pahokee** to provide services to Low and Moderate Income property owners within its Municipal boundaries by funding code enforcement services to enforce applicable housing and building codes.

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

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

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

1. DEFINITIONS

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

2. PURPOSE

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

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

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

4. **GENERAL COMPLIANCE**

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

Any legal action necessary to enforce this Agreement will be held in a State court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

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

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to HES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **FORTY FOUR THOUSAND EIGHT HUNDRED SIXTY-SIX DOLLARS (\$44,866)** for the period of October 1, 2020 through September 30, 2021. Any funds not expended by the expiration date of this Agreement shall automatically revert to the County.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-20-UC-12-0004. The effective date shall be October 1, 2020 and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by September 30, 2021.

8. **METHOD OF PAYMENT**

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

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

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

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**
The Municipality shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in HES Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal,

THE CITY OF PAHOKEE

State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HES Director or designee.

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

(B) FINANCIAL ACCOUNTABILITY

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

(C) SUBCONTRACTS

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

(D) PURCHASING

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

(E) REPORTS, AUDITS, AND EVALUATIONS

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

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

(G) PRIOR WRITTEN APPROVALS - SUMMARY

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

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

(H) PROGRAM-GENERATED INCOME

The Municipality shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with 2 CFR 200 and other applicable regulations incorporated herein by reference. All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned to HES on an annual basis.

THE CITY OF PAHOKEE

Per 2 CFR 200.307(c), levies, fines, and other such revenues generated by code enforcement activities financed under this agreement are **not** program income.

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

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

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Municipality acknowledges that the County is committed to assuring equal opportunity in the award of grants or contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of this Agreement, including any renewals thereof, all of its employees are treated equally during employment with regard to race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered cause for termination of this Agreement.

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

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

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

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

12. PROJECT BENEFICIARIES

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

13. EVALUATION AND MONITORING

The Municipality agrees that HES will carry out periodic monitoring and evaluation activities as determined necessary by HES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions.

Due to the regulatory requirements, the performance requirements of this Agreement and as detailed in Exhibit "A" will be closely monitored by HES. Standard performance, as determined by HES, will constitute noncompliance with this Agreement.

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

14. AUDITS AND INSPECTIONS

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

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

16. REVERSION OF ASSETS

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

17. DATA BECOMES COUNTY PROPERTY

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

18. INDEMNIFICATION

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

19. **INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the MUNICIPALITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If MUNICIPALITY is not self-insured, MUNICIPALITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should MUNICIPALITY purchase excess liability coverage, MUNICIPALITY agrees to include COUNTY as an Additional Insured.

The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should MUNICIPALITY contract with a third-party (Contractor) to perform any service related to the AGREEMENT, MUNICIPALITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$500,000 combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include MUNICIPALITY and COUNTY as Additional Insureds. MUNICIPALITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of \$500,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

When requested, the MUNICIPALITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the MUNICIPALITY of its liability and obligations under this Agreement.

20. **MAINTENANCE OF EFFORT**

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

21. **CONFLICT OF INTEREST**

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

22. **CITIZEN PARTICIPATION**

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

23. RECOGNITION

The Municipality will include a reference to the financial support herein provided by HES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize HES's support for all activities made possible with funds available under this Agreement.

24. AGREEMENT DOCUMENTS

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

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) 2 CFR 200: Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Municipality's Personnel Policies and Job descriptions;
- (K) The Municipality's Articles of Incorporation and Bylaws;
- (L) The Municipality's Certificate of Insurance.

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

25. REDUCTION IN FUNDING

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

26. TERMINATION AND SUSPENSION

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

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may

THE CITY OF PAHOKEE

reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

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

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County, at its sole discretion, may reimburse the Municipality for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

27. SEVERABILITY OF PROVISIONS

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

28. AMENDMENTS

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

29. PROJECT REPRESENTATIVE

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

30. INDEPENDENT AGENT AND EMPLOYEES

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

31. NO FORFEITURE

The rights of the County or the Municipality under this Agreement shall be cumulative and failure on the part of the County or the Municipality to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. DRUG - FREE WORKPLACE

The Municipality shall provide a drug and alcohol free environment by developing policies for and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

34. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

35. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

36. SOURCE OF FUNDING

This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.

37. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

38. INCORPORATION BE REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

39. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the MUNICIPALITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the MUNICIPALITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The MUNICIPALITY is specifically required to:

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

THE CITY OF PAHOKEE

completion of the Agreement, the MUNICIPALITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the MUNICIPALITY keeps and maintains public records upon completion of the Agreement, the MUNICIPALITY shall meet all applicable requirements for retaining public records. All records stored electronically by the MUNICIPALITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

40.

COUNTERPARTS OF THIS AGREEMENT

This Agreement, which includes includes the Exhibits referenced herein, may be executed in counterparts, each of which shall be deemed to be an original, and will constitute one and the same instrument.

41.

ENTIRE UNDERSTANDING

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

THE CITY OF PAHOKEE

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

(MUNICIPAL SEAL)

THE CITY OF PAHOKEE

By: _____
Keith W. Babb, Jr., Mayor

By: _____
Chandler Williamson, City Manager

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

Approved as to Form and
Legal Sufficiency

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

By: _____
Howard Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXHIBIT "A"

WORK PROGRAM NARRATIVE

1. THE MUNICIPALITY AGREES TO:

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to carry out code enforcement activities within the target area designated below. Specifically, CDBG funds will be used to cover all or partial salary and benefits (Health Insurance, Worker's Compensation, FICA and Pension Contributions) of one (1) Code Enforcement Officer (hereinafter referred to as "Officer").
- B. **CODE ENFORCEMENT OFFICER:** As described above, the Municipality shall employ an Officer in connection with this Agreement. The Officer shall be able to carry out the tasks described herein and shall demonstrate the qualifications that enable him/her to do so. The Officer shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators, prepare for hearings before a Special Master, and address public complaints regarding citations received.
- As a prerequisite to submitting reimbursement requests to HES, the Municipality shall submit the following documents:
- Documentation demonstrating that the position of the Officer (if such position was filled as a new position as a result of this Agreement) was competitively solicited prior to the Officer's appointment to the position, and demonstrate that the opening for this position was advertised in a public forum in order to elicit applications from all prospective applicants.
 - Documentation showing the annual or hourly salary paid for the position of the Officer.
 - Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individual is entitled).
 - List of all paid holidays.

C. **DETERMINATION OF TARGET AREA and IDENTIFICATION OF DETERIORATED CONDITIONS**
The code enforcement activity must be concentrated in an area which is largely deteriorated. The City of Pahokee must delineate the boundaries of the target area and document the existing deteriorated conditions. The City must maintain this documentation on file. Also, the City will submit, upon request, to HES, not to exceed semi-annually, approved building permits that improve the taxable value of property and/or document improved conditions of violated properties, new business licenses issued at private previously deteriorated violated locations and listed capital improvements completed within the target area.

- D. **REPORTS:** The Municipality shall maintain and submit to HES the following reports:
- (1) **Daily Activity Record**, attached hereto as Exhibit "C", shall be submitted to HES by the 10th day of each month, and shall document the actual number and description of the code enforcement activities performed. These activities shall be performed within the CDBG Target Area which is defined as all land with the legal boundaries of the Municipality.
 - (2) **Detailed Monthly Narrative Report**, attached hereto as Exhibit "D", shall be submitted to HES by the 10th day of each month, outlining the status of specific activities identified the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

THE CITY OF PAHOKEE

E. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for all or partial salary and benefits under the CDBG Budget, attached hereto as Exhibit "E". Specifically, funds shall be used for all or partial salary and benefits (FICA, health/life insurance, Workman's Compensation and pension contributions) for the Clerk.

The budget, contained herein as Exhibit "E", reflects the estimated costs of the salary and benefits covered through this Agreement. The actual amounts requested for reimbursement may vary but the total amount reimbursed shall not exceed \$44,866.

F. **PERFORMANCE BENCHMARKS:** In order to timely meet CDBG deadlines, the Municipality shall comply with the following Performance Benchmarks:

- (1) Expend, and request reimbursement from the County, of at least 75% (**\$33,650**) of the funding allocation no later than July 10, 2021; and
- (2) Expend the remainder of the funding allocation by September 30, 2021.

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

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

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

G. **INVOICE AND SUBMISSION FOR REIMBURSEMENT:** The Municipality shall submit, no later than the 10th day of each month, consecutively numbered invoices to HES in order to receive reimbursement of CDBG funds made available under this Agreement. Invoices shall be submitted on a monthly basis, to facilitate an even flow of funds throughout the term of the Agreement, and to prevent under-expenditure of allocated funds. All reimbursement requests shall include an original invoice and a cover sheet, attached hereto as Exhibit "B", which shall be signed by a person authorized by the Municipality to submit invoices. Additionally, a Daily Activity Record, attached hereto as Exhibit "C", shall be submitted with each request for reimbursement. It shall include all required supporting documentation, including:

- A copy of the daily time sheets which account for all time worked by the Clerk. The time sheets must also demonstrate the specific tasks undertaken by the Officer on such properties and the time taken to complete each task
- Copies of the payrolls and paychecks to the Officer corresponding to the herein referenced time sheets. The payrolls must document the name of individual, amount paid, deductions (F.I.C.A, taxes, insurance, etc.), and satisfactory proof that the Municipality has paid any employer contributions due (i.e., contribution to FICA, health insurance, retirement, etc.)
- Copies of documents satisfactorily proving that the Municipality has paid, on behalf of the employee, all contributions which are the responsibility of the employer.

H. **REPAYMENT:** The Municipality shall repay to the County funds reimbursed under this Agreement if the Municipality fails to comply with any requirements of this Agreement and all applicable program regulations (e.g. national objective compliance) which result in HUD requiring repayment from the County.

2. COUNTY RESPONSIBILITIES:

- A. Reimburse the Municipality an amount not to exceed \$44,866 for all or partial salary and benefits (Health Insurance, Worker's Compensation, FICA and Pension Contributions) of a Code Enforcement Officer as delineated in the budget below:

NOTE: HES may adjust amounts within the above budget line items on Exhibit E, provided that the total amount paid to the Municipality does not exceed \$44,866.

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

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

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

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

Telephone: _____

SUBJECT: **INVOICE REIMBURSEMENT – R** _____

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

Approved for Submission _____ Date _____

EXHIBIT "C"

DAILY ACTIVITY RECORD

Period covered by this reimbursement request

Page of

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

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

(Signature)

(Printed Name and Title)

(Date)

EXHIBIT "D"

DETAILED MONTHLY NARRATIVE REPORT

A. AGREEMENT INFORMATION

AGREEMENT NUMBER: R _____ - _____ Month Covered: _____

Municipality: City of Pahokee

Address: 237 Begonia Drive
Pahokee, FL 33476

Person Preparing Report: _____

Signature and Title: _____

Contract Effective Dates: October 1, 2020 to September 30, 2021

B.1. CONTRACT FUNDING

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

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME: NOT APPLICABLE

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

Program Income: \$ _____ \$ _____

Received Received
This Period To Date

Source of Program Income:

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

A. HIGHLIGHTS OF THE PERIOD:

B. ACTIVITIES #BENEFICIARIES #BENEFICIARIES CONTRACT GOAL
THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT "E"

ORGANIZATION: City of Pahokee PROGRAM: Code Compliance FY 2020-21 PALM BEACH COUNTY CDBG TITLE: City Manager CONTACT NAME: Chandler F. Williamson PHONE: 561-924-5534, Ext. 2000											
A. PERSONNEL EXPENSES											
Salaries:											
	Annual	% Alloc	CDBG	ESGP	% Alloc	Funding to Program	FAA	% Alloc	Indirect	Other	Funding (Please Specify) to Program
	Salary		Funding	Funding		Funding	Funding		Funding	Funding	Total
	FTE										
Code Enforcement Officer	1	100%	\$36,953.00	\$36,953	100%	\$0	\$0		\$0	\$0	\$36,953
Total Salaries 1 \$36,953.00 \$36,953											
Fringe Benefits (Code Compl. Clerk III):											
Health/Life Insurance			\$859	\$0		\$0	\$0		\$0	\$0	\$859
Retirement			\$2,716	\$0		\$0	\$0		\$0	\$0	\$2,716
Workers Compensation			\$1,511	\$0		\$0	\$0		\$0	\$0	\$1,511
FICA			\$2,827	\$0		\$0	\$0		\$0	\$0	\$2,827
Total Benefits (Code Compl. Clerk III): \$7,913											
Sub-Total Personnel \$44,866											
B. OPERATING COSTS											
1 Professional Fees \$0											
Audit Fees \$0											
Other \$0											
Other \$0											
2 Insurance \$0											
3 Supplies \$0											
4 Communications/Postage/Shipping \$0											
Subtotal Operating Costs \$0											
C. ADMINISTRATIVE COSTS \$0											
TOTAL PROGRAM BUDGET \$44,866											



Proclamation

To designate June 2nd as
“Dr. Heidi Greenslade Day”

Proclamation honoring the success and commitment of Dr. Heidi Greenslade, as the most instrumental individual in opening the Pahokee Head Start Child Care Program under the leadership of Lutheran Services Florida, Inc.; and

Whereas, as a friend, employee and a woman, she dedicated her life to education, research and the wellbeing of children and families; her passion for education and the school readiness of all children serves as an inspiration for all, and

Whereas, Dr. Heidi Greenslade’s extensive knowledge, her love for helping others and her leadership, dedication and commitment that helped to build the LSF Head Start / Early Head Start division is alive and strong today, and

Whereas, her exemplary leadership to LSF Head Start/Early Head Start contributes to many children and families receiving quality early childhood education and comprehensive services each year, and

Whereas, Lutheran Services Florida, Inc. continues to expand services across the state of Florida and becoming one of the most reliable and reputable head start programs, and leading the early childhood industry in research, and innovation; and

Whereas, the entire community benefits from the valuable contributions that Dr. Heidi Greenslade made,

Therefore, I, Mayor Babb, do hereby proclaim June 2nd “Dr. Heidi Greenslade Day”
Now, therefore, by virtue of the authority vested in me as Mayor of City of Pahokee,

I, Keith W Babb Jr., do hereby deem it an honor to present this proclamation to the memory and life of Dr. Heidi Greenslade in recognition and appreciation of her dedication and commitment to our community.

PROCLAIMED this 3rd day of August, 2020



Keith W. Babb, Jr.

Mayor Keith W. Babb, Jr.

Clara M. Mannin

Vice Mayor Clara M. Murvin

Regina Bohlen

Commissioner Regina Bohlen

Benny L. Everett, III

Commissioner Benny L. Everett, III

Felisia C. Hill

Commissioner Felisia C. Hill

Proclamation

Proclamation to recognize the professional and volunteer achievements of Lt. Dan Picciolo, South Region Watch Commander.

Whereas, Lt. Picciolo began his journey in the region in early year of 2015 and during those years Lt. Picciolo has been a true warrior and example of the Palm Beach Sherriff's Office.

Whereas, due to his forward thinking in Technological advancements Lt. Picciolo increased the visibility to reduce incidents and crime by leading the charge to assign on street cameras, and enhanced prevention methods. The overall strategies he instituted in Pahokee have provided a safer community to live, work, and play.

Whereas, due to his community policing, community programs the Crime Rate overall decreased in the City of Pahokee during Lt. Picciolo's 5 years tenure.

Whereas, Lt. Picciolo, with a strong belief and commitment to help others, gave of his volunteer efforts to support special projects with elderly Alzheimer's Lifesaver Program, and provided support to local giveaways and donations for the Pahokee youth.

Whereas, Lt. Picciolo was awarded the "Pahokee Citizen of the Year" award by the Chamber of Commerce.

Whereas, Lt. Picciolo attended Southern Police Institute Executive Leadership program in Louisville, KY. and successfully completed the Trilogy FBI Leadership Executive/Command program.

Whereas, Lt. Picciolo served as Sgt Arms for the Pahokee Rotary, and Vice President, and appointed to serve as President of the Belle Glade Lions Club.

Whereas, Lt. Picciolo's achievements will be remembered by the residents of Pahokee and shall be known throughout Palm Beach County, and let it be a constant reminder of what a community respects and endears of his time in the Great City of Pahokee, FL.

Now, therefore, the City Commission of the City of Pahokee, Florida, do hereby recognize Lt. Picciolo's professionalism, care, and commitment to the City of Pahokee.

Done this 25th day of August, 2020



Keith W. Babb, Jr.
Mayor

Clara M. Munnia
Vice Mayor

Regina Bohlen
Commissioner

Benny L. Everett, III
Commissioner

Felisia C. Hill
Commissioner

Felisia C. Hill
Commissioner