



CITY COMMISSION OF THE CITY OF PAHOKEE

Special Meeting

Tuesday, September 22, 2020 6:00 p.m.

360 East Main Street, Pahokee, Florida

This Special Meeting of the City Commission of the City of Pahokee is being held as a Public Hearing by Teleconference/Zoom.

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. PUBLIC HEARING

1. Final Millage Fiscal Year 2020/2021

Resolution 2020 – 24 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A FINAL MILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021, 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

2. Final Budget Fiscal Year 2020/2021

Resolution 2020 – 25 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 \$6,805,780.00, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

D. COMMISSION COMMENTS

E. ADJOURN

A. INVOCATION & PLEDGE OF ALLEGIANCE

B. ROLL CALL:



PUBLIC HEARING

ADOPTION OF RESOLUTION RELATING TO FINAL MILLAGE FOR FISCAL YEAR 2020-2021

RESOLUTION 2020 - 24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, ADOPTING A FINAL MILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021, 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 8, 2020, adopted a Fiscal Year 2020-2021 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 (\$93,969,351.00); 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 2020-2021, commencing October 1, 2020, through September 30, 2021, 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, 2020, through September 30, 2021, shall be and is hereby fixed at the rate of 6.2283 mills. The levy of 6.5419 mills is greater than the rolled back rate of 6.2283 by 5.04 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 22nd day of September 2020.

Keith W. Babb, Jr., Mayor

ATTEST:

Interim City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (Yes)	_____ (No)
_____ (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 5.04%. Fiscal Year 2020-2021 rolled-back taxes are \$585,269 (95% budgeted = **\$556,006**) and Fiscal Year 2020-2021 proposed taxes are \$614,738 (95% budgeted = **\$584,001**). Fiscal Year 2020-2021 proposed **tax increase is \$25,467** and Fiscal Year 2020-2021 **rolled-back rate is 6.2283**. The Fiscal Year 2019-2020 millage rate was 6.5419 and Fiscal Year 2020-2021 proposed millage is 6.5419. The Fiscal Year 2020-2021 proposed millage decrease is 0.00 and the 2019-2020 rolled-back rates was 6.2157.

ADOPTION OF RESOLUTION RELATING TO FINAL MUNICIPAL BUDGET FOR FISCAL YEAR

RESOLUTION 2020 - 25

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 \$6,805,780.00, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; 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, 2020, and ending September 30, 2021, 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, 2020, and ending September 30, 2021, 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 Three Million Nine Hundred Fifty-Eight Thousand One Hundred Four Dollars (\$3,958,104.00) 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 Three Thousand Dollars (\$3,000.00).

(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 Fifty-Six Thousand Six Hundred Five Dollars (\$256,605.00).

(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 Ten Thousand Eight Hundred Thirty-Three Dollars (\$210,833.00).

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

PASSED and **ADOPTED** on this 22nd day of September 2020.

Keith W. Babb, Jr., Mayor

ATTEST:

Interim City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

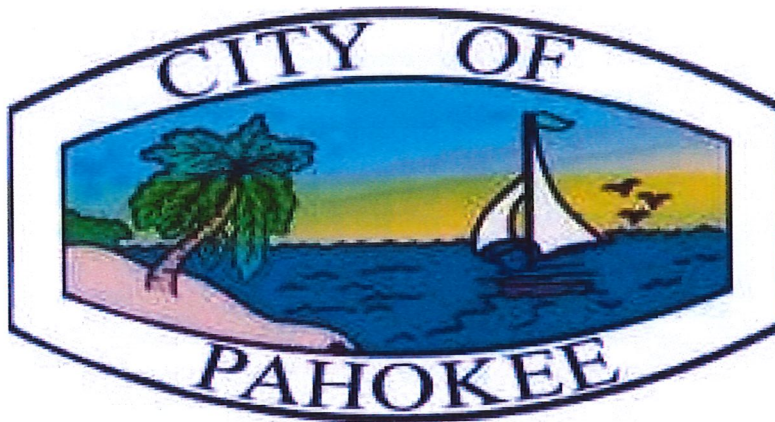
EXHIBIT "A"

Proposed Budget FY 2020-2021

(attached)

City of Pahokee, Florida

*2020-2021
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 22, 2020



City of Pahokee Proposed Budget 2020-2021

"The Grassy Waters Gateway to Lake Okeechobee"

Keith Babb Jr.
Mayor



Clara Murvin
Vice Mayor



Benny L. Everett, III
Commissioner



Felisia Hill
Commissioner



Regina Bohlen
Commissioner



Chandler Williamson
City Manager



Incorporated
1922
Population
5,649

Prepared by:
Finance Department
www.Cityofpahokee.com

**City of Pahokee
Proposed Budget
2020-2021**

Elected Officials

Keith Babb Jr. Mayor
Felisia Hill Commissioner
Clara Murvin Vice Mayor
Regina Bohlen..... Commissioner
Benny Everett, III..... Commissioner

Appointed Officials

Chandler Williamson..... City Manager
Vacant.....City Clerk
Burnadette Norris-Weeks..... City Attorney
LT. Clinton CohenPBSO

Administration

Alvin Johnson.....Director of Public Works
Batista Francis.....Director of Finance
Jongelene Adams.....Director of Community & Economic Development
Micheal Pinkney.....Director of Parks & Recreation

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CITY OF PAHOKEE, FLORIDA

BUDGET SUMMARY

FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021

THE PROPOSED OPERATING BUDGET EXPENDITURES/EXPENSES OF THE CITY OF PAHOKEE, FLORIDA ARE
23.8% LESS THAN PRIOR YEAR'S TOTAL OPERATING EXPENDITURES/EXPENSES

	General Fund	Special Revenue Fund	Henderson Endowment Fund	Debt Service Fund	Capital Project Fund	Marina Campground Fund	Cemetery Fund	Total Budget
Roll back rate	6.2283							
Estimated Revenues:								
Taxes:								
Ad Valorem Taxes	584,001	-	-	-	-	-	-	584,001
Sales and Use Taxes	984,221	348,061	-	-	-	-	-	1,332,282
Franchise Fees	428,955	-	-	-	-	-	-	428,955
Utility Service Taxes	337,609	-	-	-	-	-	-	337,609
Licenses and Permits	72,302	-	-	-	-	-	-	72,302
Intergovernmental Revenue	289,186	-	-	-	1,893,943	-	-	2,183,129
Charges for Services	680,020	-	-	-	-	-	207,833	887,853
Fines and Forfeits	64,000	-	-	-	-	120,500	-	184,500
Interest Earnings & Rents	113,845	-	3,000	-	-	-	-	116,845
Enterprise Management Fees	-	-	-	-	-	-	-	-
Miscellaneous Revenue	235,774	-	-	-	-	136,105	-	371,879
Interfund Transfers In	-	-	-	135,234	-	-	3,000	138,234
Appropriated Fund Balance	168,191	-	-	-	-	-	-	168,191
Total Estimated Revenues, Transfers, and Appropriations	3,938,104	348,061	3,000	135,234	1,893,943	256,605	210,833	6,805,780
Expenditures/Expenses:								
General Government	1,314,524	-	-	-	-	-	-	1,314,524
Public Safety	565,502	-	-	-	-	-	-	565,502
Physical Environment	480,000	212,827	-	-	1,893,943	256,605	210,833	3,054,208
Road and Street Expenses	792,705	-	-	-	-	-	-	792,705
Human Services	83,877	-	-	-	-	-	-	83,877
Culture and Recreation	585,391	-	-	-	-	-	-	585,391
Debt Service	-	-	-	135,234	-	-	-	135,234
Interfund Transfers Out	136,105	135,234	3,000	-	-	-	-	274,339
Total Appropriated Expenditures/Expenses, Reserves and Transfers	3,958,104	348,061	3,000	135,234	1,893,943	256,605	210,833	6,805,780
THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.								

City of Palmetto, Florida
 Departmental Revenues & Expenditures Projections
 Comparison By Fund
 For The Fiscal Year Ending September 30, 2021

Fund	Adopted Budget 2019-2020	Proposed Budget 2020-2021	Variance	% Inc /Dec
GENERAL FUND				
Total Revenues	\$ 3,929,007	\$ 3,958,104	\$ 29,097	0.74%
Expenditures by Department				
Commission	\$ 139,337	\$ 128,398	\$ (10,939)	-7.85%
City Manager	233,328	219,029	\$ (14,299)	-6.13%
City Clerk	71,034	84,452	\$ 13,418	18.89%
Financial & General Accounting	280,346	270,895	\$ (9,451)	-3.37%
Human Resources	84,084	83,877	\$ (207)	-0.25%
IT / GATV Access	19,100	20,100	\$ 1,000	5.24%
Legal Counsel	81,600	81,600	\$ -	0.00%
Local Discretionary Sales Surtax	-	-	\$ -	0.00%
Comprehensive Planning	25,750	25,750	\$ -	0.00%
Police	565,502	565,502	\$ 0	0.00%
Protective Inspections	191,407	193,395	\$ 1,988	1.04%
Roads & Streets	1,213,557	1,272,705	\$ 59,148	4.87%
Community Development	100,398	103,736	\$ 3,338	3.33%
Recreation (City)	471,395	437,863	\$ (33,532)	-7.11%
Recreation (PBC)	117,874	114,145	\$ (3,729)	-3.16%
Parks	41,157	33,383	\$ (7,774)	-18.89%
Non-Departmental	180,602	187,169	\$ 6,567	3.64%
Transfers Out	112,536	136,105	\$ 23,569	20.94%
Total Expenditures and Transfers	\$ 3,929,007	\$ 3,958,104	\$ 29,097	0.74%
Special Revenue Fund				
Revenue	\$ 424,807	\$ 348,061	\$ (76,746)	-18.07%
Transfer In	-	-	\$ -	0.00%
Total Revenues and Transfers	\$ 424,807	\$ 348,061	\$ (76,746)	-18.07%
Expenses	\$ 289,573	\$ 212,827	\$ (76,746)	0.00%
Transfers Out	\$ 135,234	\$ 135,234	\$ -	0.00%
Total Expenses and Transfers	\$ 424,807	\$ 348,061	\$ (76,746)	-18.07%
HENDERSON ENDOWMENT FUND				
Revenue	\$ 5,000	\$ 3,000	\$ (2,000)	-40.00%
Transfer In	-	-	\$ -	0.00%
Total Revenues and Transfers	\$ 5,000	\$ 3,000	\$ (2,000)	-40.00%
Expenses	\$ -	\$ -	\$ -	0.00%
Transfers Out	\$ 5,000	\$ 3,000	\$ (2,000)	-40.00%
Total Expenses and Transfers	\$ 5,000	\$ 3,000	\$ (2,000)	-40.00%
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	0.00%
Transfers Out	-	-	\$ -	0.00%
Total Expenses and Transfers	\$ 135,234	\$ 135,234	\$ 0	0.00%
Total Expenses and Transfers	\$ 135,234	\$ 135,234	\$ 0	0.00%
Capital Project Fund				
Revenue	\$ 4,424,807	\$ 1,893,943	\$ (2,530,864)	-57.20%
Transfer In	-	-	\$ -	0.00%
Total Revenues and Transfers	\$ 4,424,807	\$ 1,893,943	\$ (2,530,864)	-57.20%
Expenses	\$ 3,989,573	\$ 1,893,943	\$ (2,095,630)	-52.53%
Transfers Out	135,234	-	\$ (135,234)	-100.00%
Transfers Out	300,000	-	\$ (300,000)	#DIV/0!
Total Expenses and Transfers	\$ 4,424,807	\$ 1,893,943	\$ (2,530,864)	-57.20%
MARINA & CAMPGROUND FUND				
Revenue	\$ 120,500	\$ 120,500	\$ -	0.00%
Transfer In	112,536	136,105	\$ 23,569	20.94%
Total Revenues and Transfers	\$ 233,036	\$ 256,605	\$ 23,569	10.11%
Expenses	\$ 233,036	\$ 256,605	\$ 23,569	10.11%
Transfers Out	-	-	\$ -	0.00%
Total Expenses and Transfers	\$ 233,036	\$ 256,605	\$ 23,569	10.11%
CEMETERY FUND				
Revenue	\$ 199,591	\$ 207,833	\$ (8,242)	4.13%
Transfer In	5,000	3,000	\$ (2,000)	-40.00%
Total Revenues and Transfers	\$ 204,591	\$ 210,833	\$ (10,242)	3.05%
Expenses	\$ 204,591	\$ 210,833	\$ 6,242	3.05%
Transfers Out	-	-	\$ -	0.00%
Total Expenses and Transfers	\$ 204,591	\$ 210,833	\$ 6,242	3.05%
TOTAL REVENUES - ALL FUNDS	\$ 8,931,675	\$ 6,805,780	\$ (2,125,895)	-23.80%
TOTAL EXPENSES - ALL FUNDS	\$ 8,931,675	\$ 6,805,780	\$ (2,125,895)	-23.80%

General Fund
 Personnel Services
 For the Fiscal Year Ending September 30, 2021
 (Proposed)

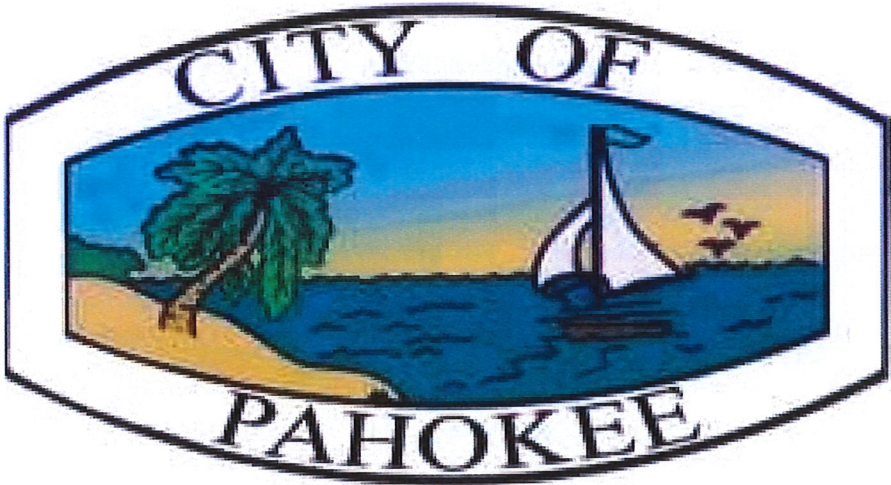
Personnel Service Detail

<u>Classification</u>	<u>Number of Positions</u>
Accounts Payable Clerk	1
Athletic Coordinator	1
Assistant Director of Parks & Recreation	1
Cemetery Manager-Coordinator	1
Cemetery Worker I	2
City Clerk	1
City Manager	1
Code Compliance Clerk II	1
Code Compliance Clerk III	1
Code Enforcement Officer (Part Time)	1
Code Enforcement Officer	1
Commission	5
Custodian (Part time)	1
Director of Community & Economic Dev	1
Director of Finance - Assistant City Manager	1
Director of Parks & Recreation	1
Director of Public Services	1
Driver & Group Leader	1
Executive Assistant	1
Grant Researcher-Public Relations	1
Group Leader (Part time- Seasonal)	2
Director of Human Resources	1
Junior Accountant	1
Maintenance I	7
Maintenance I (Part time)	1
Maintenance II	1
Maintenance III	1
Marina Clerk	1
Program Director	1
Public Services Supervisor	1
Program Coordinator I	1
Program Coordinator II	2
Public Works Clerk	1
Site Coordinator (Part time - Seasonal)	2
Splash Pad Attendant (Part time- Seasonal)	1

CITY OF PAHOKEE, FL
Proposed Budget for Fiscal Year 2020-2021
Personnel Service Cost by Department

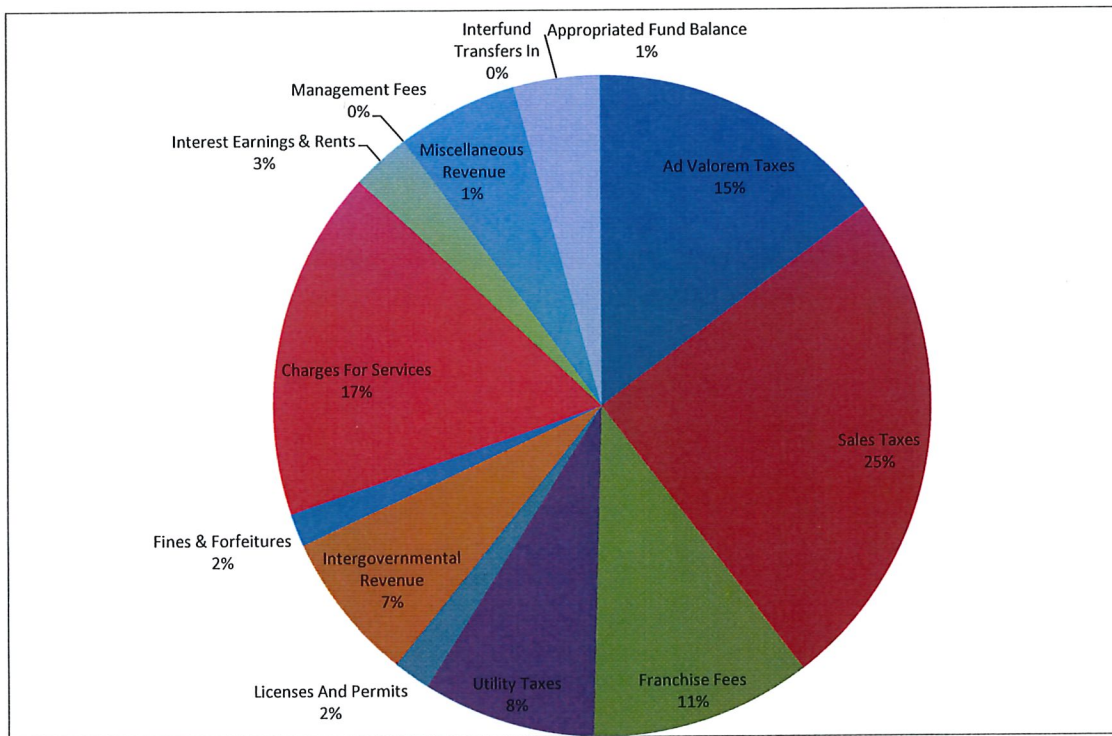
General Funds	Department / Division	2020 Funded Positions	2021 Funded Positions	Current Salaries	Cost of Living		Performance 2.5%	Salaries	FICA			Life/Health Insurance	Workers Comp	TOTALS
					Increase 2%	Increase 2.5%			Retirement	Medicare	Social Security			
511000	City Commission	5	5	\$ 28,200	-	-	-	\$ 28,200	\$ 3,902	\$ 2,973	\$ 30,287	\$ 120	\$ 65,482	
512010	City Manager	2	1	\$ 118,000	-	-	-	\$ 118,000	\$ 9,869	\$ 6,900	\$ 1,400	\$ 360	\$ 147,529	
512020	City Clerk	1	1	\$ 41,000	-	-	-	\$ 41,000	\$ 3,978	\$ 3,822	\$ 6,057	\$ 120	\$ 65,977	
513010	Finance	4	4	\$ 161,202	-	-	-	\$ 170,800	\$ 13,066	\$ 11,025	\$ 18,172	\$ 400	\$ 213,463	
513020	Human Resources	1	1	\$ 49,000	-	-	-	\$ 52,000	\$ 3,978	\$ 3,822	\$ 6,057	\$ 120	\$ 65,977	
513030	IT/GATV Access (Contracted)			\$ -	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
514000	Legal Counsel- (Contracted)			\$ -	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
515000	Comprehensive Planning (Contracted)			\$ -	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
521000	Police Department (Contracted)			\$ -	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
524000	Protective Inspections	4	3	\$ 130,478	-	-	-	\$ 119,000	\$ 9,104	\$ 8,747	\$ 18,172	\$ 2,850	\$ 157,873	
541000	Roads and Streets	17	14	\$ 402,702	-	-	-	\$ 413,263	\$ 31,615	\$ 29,603	\$ 72,688	\$ 35,842	\$ 583,011	
555000	Community Development	2	2	\$ 106,000	-	-	-	\$ 75,000	\$ 5,738	\$ 4,043	\$ 6,057	\$ 188	\$ 91,036	
572000	Recreation Dept- City	7	5	\$ 249,210	-	-	-	\$ 180,347	\$ 13,797	\$ 10,944	\$ 18,172	\$ 12,026	\$ 235,286	
572020	Recreation Dept-PCB	2	2	\$ 86,734	-	-	-	\$ 68,600	\$ 5,248	\$ 8,842	\$ 11,717	\$ 4,040	\$ 98,845	
572150	Parks Department	1	0	\$ 5,440	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
590000	Non Departmental	0	0	\$ -	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	General Funds Total			\$ -	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Enterprise & Special Revenue Funds			\$ -	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
539100	Henderson Endowment	0	0	\$ -	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
575000	Marina & Campground	0	1	\$ 15,600	-	-	-	\$ 15,600	\$ 1,193	\$ 1,147	\$ (0)	\$ -	\$ 20,869	
539000	Cemetery	4	3	\$ 84,811	-	-	-	\$ 86,420	\$ 6,652	\$ 5,963	\$ 18,172	\$ 7,000	\$ 124,207	
	Enterprise Funds Totals			\$ -	-	-	-	\$ 1,390,230	\$ 108,140	\$ 97,831	\$ 206,951	\$ 63,076	\$ 1,869,555	
	ALL TOTAL FUNDS			\$ -	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

General Fund



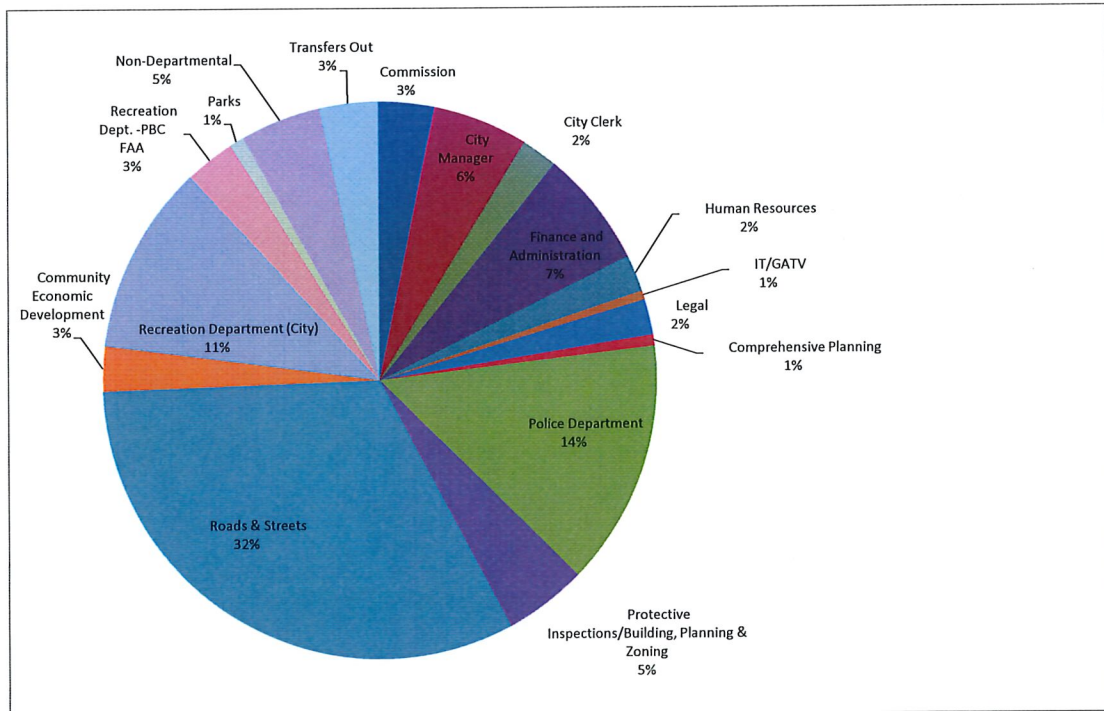
City of Pahokee, Florida
General Fund
Revenues by Type
For The Fiscal Year Ending September 30, 2021

Revenues	Proposed Budget	Percent of Total
Ad Valorem Taxes	\$ 584,001	14.75%
Sales Taxes	984,221	24.87%
Franchise Fees	428,955	10.84%
Utility Taxes	337,609	8.53%
Licenses And Permits	72,302	1.83%
Intergovernmental Revenue	289,186	7.31%
Fines & Forfeitures	64,000	1.62%
Charges For Services	680,020	17.18%
Interest Earnings & Rents	113,845	2.88%
Management Fees	-	0.00%
Miscellaneous Revenue	235,774	5.96%
Appropriated Fund Balance	168,191	4.25%
Total Revenues	<u>\$ 3,958,104</u>	<u>100.00%</u>



City of Pahokee, Florida
General Fund
Expenditures by Department
For The Fiscal Year Ending September 30, 2021

<u>Departments</u>	<u>Proposed Budget</u>	<u>Percent of Total</u>	<u>Change CY vs PY</u>
Commission	128,398	3.24%	-0.27%
City Manager	219,029	5.53%	1.56%
City Clerk	84,452	2.13%	-8.34%
Finance and Administration	270,895	6.84%	10.76%
Human Resources	83,877	2.12%	3.44%
IT/GATV	20,100	0.51%	12.35%
Legal	81,600	2.06%	-11.30%
Comprehensive Planning	25,750	0.65%	0.00%
Police Department	565,502	14.29%	1.00%
Protective Inspections/Building, Planning & Zoning	193,395	4.89%	-10.01%
Roads & Streets	1,272,705	32.15%	-28.54%
Community Economic Development	103,736	2.62%	-20.63%
Recreation Department (City)	437,863	11.06%	6.27%
Recreation Dept. -PBC FAA	114,145	2.88%	-15.42%
Parks	33,383	0.84%	-1.14%
Non-Departmental	187,169	4.73%	4.37%
Transfers Out	136,105	3.44%	318.13%
Total Expenditures	\$ 3,958,104	100.00%	0.74%



City of Pahokee, Florida
General Fund
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2021

Account #	Account Name	Adopted Budget	Actual Budget	Adopted Budget	Unaudited Actual	Adopted Budget	Proposed Budget
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2020-2021
311000	Current Year Ad Valorem Taxes	\$ 509,635	\$ 527,787	\$ 536,374	\$ 549,711	\$ 558,534	584,001
311100	Early Payment Discounts	(16,000)	(14,916)	(16,000)	(15,415)	(15,000)	(16,000)
311200	Prior Years' Ad Valorem Taxes	16,000	5,532	16,000	26,314	15,000	16,000
312100	New Local Option Gas Tax (Ct	62,651	60,261	61,958	55,759	61,221	52,174
312200	Local Option Gas Tax	133,999	130,180	134,402	120,214	132,522	115,963
313100	Franchise Fees - Electric	184,954	214,004	171,000	238,955	200,000	238,955
314100	Communication Service Tax	84,172	81,493	79,094	69,155	79,094	66,807
314200	Water Utility Service Tax	66,000	68,940	70,633	71,847	70,633	71,847
314300	Propane Utility Service Tax	5,000	5,213	5,846	5,201	5,000	5,000
314400	Electric Utility Service Tax	246,000	258,792	248,000	260,762	248,000	260,762
321000	Occupational Licenses	17,000	20,152	10,000	8,188	10,000	8,000
321051	Occupational License (Late Fees)	125	605	125	778	500	700
338100	County Occupational Licenses	3,600	19,754	15,000	16,056	10,000	16,000
322000	Building Permits	25,000	49,575	40,000	43,721	40,000	40,000
322500	Inspection Fee	-	7,025	6,000	3,778	3,000	3,000
323500	Education Fee	-	1,168	1,400	1,205	1,000	1,000
324000	Site Plan Review	10,000	22,442	20,000	19,154	20,000	20,000
324200	Site Plan - Rezoning Fees	-	-	-	2,500	-	0
331400	H.C.D. - C.D.B.G. Grant	-	-	-	5,571	-	-
334100	FL DOT Lighting Agreement	54,651	54,651	56,291	56,263	57,980	59,720
334255	FL DOT Road Grant-Admin Fees	-	-	-	-	300,000	0
334300	Solid Waste Authority Grant (Revenue FY18)	-	-	-	46,184	-	-
334301	Comissioners Park Grant (Revenue FY18)	-	-	-	4,758	-	-
335200	State Revenue Sharing	296,673	306,922	324,470	323,549	330,277	282,679
335300	Mobile Home Licenses	3,745	5,278	5,000	4,655	5,000	3,602
335400	Alcoholic Beverage Licenses	1,200	1,722	1,600	1,771	500	1,000
335500	8th Cent Motor Fuel Tax-Trns	92,610	95,863	97,248	101,056	96,481	84,734
335700	1/2 Cent Sales Tax	446,877	443,360	448,513	448,617	455,221	380,864
335490	DOR - Motor Fuel Tax Refunds	2,500	1,558	2,000	1,283	1,600	1,200
337120	PBC Economic Development Grant (CDBG)	40,554	40,544	39,654	39,654	39,897	44,866
337730	PBC Recreation Grant (Fresh Start)	139,364	136,315	143,545	121,608	-	0
337785	PBC-MISCELLANEOUS GRANTS	11,800	-	11,800	11,700	-	0
337860	POPS Program	-	-	-	-	-	-
337870	Area on Aging	22,000	-	22,000	-	22,000	0
313400	SWA Recycling Shared Revenue	4,000	2,062	4,000	492	2,000	400
335800	LOCAL Discretionary Sales Surtax (1%)	328,464	394,450	-	-	-	-
338200	DJJ - Paymt in Lieu of Taxes	142,900	142,900	142,900	142,900	142,900	142,900
338300	PHA - Paymt in Lieu of Taxes	14,000	21,974	20,000	25,635	20,000	25,000
337875	Early Learning Coalition	8,000	55,071	25,000	14,940	-	15,000
341300	Election Qualifying Fee	490	392	490	1,060	-	500
341400	Title Searches	3,000	5,425	3,000	5,424	5,000	5,000
341500	Photo Copy Charges	200	1,210	200	953	500	900
366400	Bench Advertising Revenue	1,620	1,755	1,620	1,800	1,800	1,800
347007	After School Rec Activity Fe	-	-	-	1,301	-	1,300
347010	Summer Recreation Program Fe	-	-	-	7,020	-	7,020
347011	Basketball/Baseball/Softball	1,500	1,150	1,500	550	825	500
347013	Basketball - Sponsorship Fee	300	-	300	-	300	0
347015	Basketball/Baseball Donation	500	-	500	1,250	500	500

City of Pahokee, Florida
General Fund
Schedule of Budgeted Revenues
For The Fiscal Year Ending September 30, 2021

Account #	Account Name	Adopted Budget	Actual Budget	Adopted Budget	Unaudited Actual	Adopted Budget	Proposed Budget
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2020-2021
347020	Cheerleader Registration	2,000	100	2,000	1,475	1,500	1,500
347027	Track - Registration Fees	500	4,874	500	550	500	500
347040	Orange Bowl - Sponsorship	2,000	7,036	2,000	5,265	5,000	5,000
347042	Football - Registration	2,500	1,900	2,500	5,850	2,500	5,000
347045	Flag Football - Concessions	1,000	1,021	1,000	4,534	2,000	4,000
347047	Recreation Department - Donations	1,000	-	1,000	-	-	0
350100	Court Fines	4,800	5,609	4,800	4,181	4,000	4,000
350500	Code Enforcement Fines	16,000	121,616	40,000	109,705	50,000	60,000
350505	Vacant Properties Registry	2,500	2,175	2,500	1,325	1,500	1,300
360100	Interest Income	300	5,567	300	5,052	3,000	5,000
360350	Interest - SBA				5,411		5,000
361049	Interest - Investment				2,597		2,500
361050	Interest Income				4,108		4,100
362100	Rents - Conference Room	2,500	-	500	-	-	0
362200	Rents - Metro PCS	20,763	21,657	21,000	22,307	22,307	22,307
362300	Rents - Cafeteria	1,500	4,525	3,000	5,125	4,000	4,000
362400	Rent-Everglades Preparatory	30,000	33,600	35,000	35,438	35,175	35,438
362500	RENTS-246 E. MAIN STREET	15,000	10,000	-	-	-	-
362590	Rent-Lutheran Services	25,200	25,910	27,000	27,054	27,000	27,000
362600	Rent - Thalle	-	8,500	8,500	8,500	8,500	8,500
362900	Rent- Seniors Room	500	200	500	-	500	0
362910	Rent -MLK Parks/Comm				500		
363530	Mgmt Fee-Cemetery	4,410	-	4,410		4,410	0
342400	Donations - Back to School Bash	5,000	7,850	5,000	10,250	5,000	5,000
363000	Donations	2,000	5,500	1,500	9,350	3,000	5,000
364200	Insurance Proceeds				17,192	-	0
369098	Other Miscellaneous Revenues	10,000	17,630	15,000	31,328	15,000	215,074
343600	Water Entify Fees	177,000	186,366	183,100	194,608	178,000	190,000
343400	Garbage Fee Income	500,000	552,866	543,000	552,495	509,128	552,000
343420	Container Fee Income	38,000	19,638	18,400	19,581	18,400	19,000
343430	Recycling Fee Income	42,000	41,590	41,000	41,441	38,097	41,000
343700	Infrastructure Fee	23,000	24,111	23,000	24,915	23,000	24,000
	Other Sources: Appropriated Fund Balance	96,231		142,142		45,205	168,191
TOTAL REVENUES/OTHER SOURCES		\$ 3,990,788	\$ 4,280,451	\$ 3,880,115	\$ 3,998,014	\$ 3,929,007	\$ 3,958,104

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

Dept 511000 City Commission

Object #	Account Name	Adopted	Actual	Adopted	Unaudited	Adopted	Proposed
		Budget 2017-2018	Budget 2017-2018	Budget 2018-2019	Budget to Actual 2018-2019	Budget 2019-2020	Budget 2020-2021
110/120/130	Salaries & Wages	28,200	28,642	28,200	28,355	28,200	28,200
210	FICA Taxes	2,157	3,309	2,157	3,902	2,157	3,902
221	FLC Ret 3%	846	1,607	846	1,398	846	1,398
220	FLC 4.35%	1,227	1,311	1,227	1,575	1,226	1,575
230	Life and Health Insurance	8,833	12,634	23,498	10,045	29,293	30,287
240	Worker's Compensation	76	196	129	78	129	120
	TOTAL PERSONNEL SERVICE	41,339	47,699	56,057	45,353	61,851	65,482
310	Professional Fees	500	100	500	500	14,600	14,600
360	Travel & Per Diem	40,916	44,485	40,916	38,771	40,916	29,916
367	Other Charges	1,800	22,977	11,808	20,433	2,000	2,000
482	Tri-Cities Barbecue	3,000	1,074	3,000	4,447	3,000	5,000
483	Tri-Cities Meeting	900	-	900	-	900	900
489	Contributions & Sponsorships	1,800	583	1,800	5,000	1,800	-
515	Dues	9,950	4,548	10,250	7,729	9,250	7,500
528	Uniforms	-	-	-	-	500	500
559	Books & Subscriptions	300	-	-	-	-	-
561	Conference Registrations	3,520	4,890	3,520	5,627	4,520	2,500
	TOTAL OPERATING EXPENDITURES	62,686	78,657	72,694	82,507	77,486	62,916
	*Total City Commission	\$ 104,025	\$ 126,356	\$ 128,751	\$ 127,860	\$ 139,337	\$ 128,398

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

Dept 512010 City Manager

Object #	Account Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
110/120/130	Salaries & Wages	118,000	120,468	118,000	120,360	138,000	129,000
210	FICA Taxes	9,027	9,292	9,027	9,284	10,557	9,869
220	League of Cities Retirement 5%	5,900	6,903	5,900	5,900	6,900	6,900
221	FLC Ret 4.35%	-	-	-	-	-	-
230	Life and Health Insurance	4,360	1,345	5,859	1,345	1,000	1,400
240	Worker's Compensation	338	799	526	318	526	360
	TOTAL PERSONNEL SERVICE	137,625	138,807	139,312	137,207	156,983	147,529
310	Professional Fees	3,000	3,000	3,000	5,280	3,000	1,500
340	Contractual Services	-	48,000	48,000	48,000	48,000	48,000
360	Travel & Per Diem -Seminars	4,574	10,244	10,000	17,724	10,000	9,000
367	Other Charges	18,335	17,349	5,100	10,129	5,100	4,000
368	City Manager Luncheons	500	611	500	-	500	500
414	Cellular Phone Service	1,410	1,964	2,000	1,958	-	-
461	Repairs/Maintenence	1,900	7,000	1,900	4,730	1,900	2,000
515	Dues	1,300	1,040	1,800	1,786	1,800	900
520	Operating Supplies	-	-	-	-	-	-
521	Computer Supplies	100	-	-	-	-	-
524	Fuel	2,000	4,628	3,000	3,917	3,000	4,000
528	Uniforms	100	68	100	-	100	100
559	Books & Subscriptions	500	452	-	-	-	-
561	Conference Registration	945	2,719	945	2,815	2,945	1,500
600	Capital Outlay	-	-	-	26,698	-	-
	TOTAL OPERATING EXPENDITURES	34,664	97,075	76,345	123,037	76,345	71,500
	*Total City Manager	\$ 172,289	\$ 235,882	\$ 215,657	\$ 260,244	\$ 233,328	\$ 219,029

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

Dept 512020 City Clerk

Object #	Account Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
110/120/130	Salaries & Wages	45,000	44,019	42,866	45,120	45,000	52,000
150	Special Pay	-	100	100	100	100	-
210	FICA Taxes	3,443	3,198	3,137	3,002	3,443	3,978
220	FLC Ret 3%	1,350	1,469	1,230	1,230	1,350	1,560
221	FLC Ret 4.35%	1,958		1,784	1,784	1,957	2,262
230	Life and Health Insurance	4,417	1,614	5,859	5,859	5,859	6,057
240	Worker's Compensation	100	236	156	94	156	120
	TOTAL PERSONNEL SERVICE	56,267	50,636	55,130	57,189	57,864	65,977
310	Professional Services	3,125	2,272	3,125	275	3,125	2,125
340	Contractual Services	500	363	500		-	-
360	Travel & Per Diem	2,700	2,398	2,700	2,323	2,700	1,125
367	Other Charges	2,125	4,612	2,125	3,890	500	-
414	Cellular Service					800	800
461	Repair/Maintenance	500	250	500	429	500	500
490	Advertising		344			2,125	2,125
497	Election Staffing	10,000	22,950	10,000	18,897	-	10,000
515	Dues	985	768	1,225	805	1,225	600
524	Fuel	200	365	400	315	400	400
561	Conference Registration	1,795	800	1,795	1,540	1,795	800
	TOTAL OPERATING EXPENDITURES	21,930	35,122	22,370	28,474	13,170	18,475
	*Total City Clerk	\$ 78,197	\$ 85,758	\$ 77,500	\$ 85,663	\$ 71,034	\$ 84,452

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

Dept 513010 Financial & General Accounting

Object #	Account Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
110/120/130	Salaries & Wages	142,456	138,883	162,508	169,297	170,800	170,800
150	Special Pay	-	400	400	400	450	-
210	FICA Taxes	10,898	10,316	11,949	12,833	13,067	13,066
220	FLC Ret 3%	3,824	4,376	4,191	4,446	4,500	4,500
221	FLC Ret 4.35%	5,545	4,230	6,077	6,260	6,525	6,525
230	Life and Health Insurance	13,052	6,147	17,576	10,816	17,576	18,172
240	Worker's Compensation	268	836	551	289	551	400
	TOTAL PERSONNEL SERVICE	176,043	165,188	203,252	204,341	213,469	213,463
310	Professional Fees	13,420	8,886	13,420	5,545	13,420	13,420
320	Accounting & Auditing	22,800	19,700	15,000	20,000	30,832	20,832
360	Travel & Per Diem	1,635	1,653	2,000	2,078	2,000	2,000
367	Other Charges	300		300	452	300	300
461	Repair & Maintenance	400	50	1,000	1,059	1,000	1,000
470	Accounting Software Service	7,500	7,509	7,510	8,148	8,600	9,155
478	Printing (Checks & Deposit slips)	400	790	600	914	900	900
490	Advertising	2,000	1,916	2,200	2,054	1,500	1,500
492	Bank Charges/Fees	500	1,703	1,500	1,566	2,000	2,000
493	Other Current Charges		932				
515	Dues	675	301	675	60	675	675
520	Operating Supplies	2,624	802	2,600	784	2,600	2,600
524	Fuel	200	816	1,500	2,267	1,500	1,500
528	Uniforms	80	62	350	248	350	350
561	Conference Registrations	800	1,210	1,200	940	1,200	1,200
	TOTAL OPERATING EXPENDITURES	53,334	46,330	49,855	46,115	66,877	57,432
	*Total Financial & General Accounting	\$ 229,377	\$ 211,518	\$ 253,107	\$ 250,456	\$ 280,346	\$ 270,895

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

Dept 513020 Human Resources

Object #	Account Name	Adopted Budget	Actual Budget	Adopted Budget	Unaudited Actual	Adopted Budget	Proposed Budget
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2020-2021
110/120/130	Salaries & Wages	43,000	45,251	50,978	50,465	51,500	52,000
150	Special Pay	-	100	100	100	100	-
210	FICA Taxes	3,290	3,157	3,749	3,575	3,940	3,978
220	FLC Ret 3%	1,290	965	1,470	1,495	1,545	1,560
221	FLC Ret 4.35%	1,871	1,129	2,132	2,168	2,240	2,262
230	Life and Health Insurance	4,351	53	5,859	5,859	5,859	6,057
240	Worker's Compensation	126	229	151	91	151	120
TOTAL PERSONNEL SERVICE		53,928	50,884	64,439	63,753	65,335	65,977
310	Professional	-	-	-	-	950	950
360	Travel & Per Diem	1,448	424	1,449	431	1,449	900
367	Other Charges	520	-	520	50	300	300
461	Repairs/Maintenance	250	-	250	-	250	250
478	Printing	150	-	150	-	150	150
490	Advertising	500	26	600	472	600	200
493	Other Current Charges	-	716	-	-	-	-
494	Background Screening	-	-	-	-	500	500
515	Dues	500	-	500	324	500	500
520	Operating Supplies	300	262	300	213	350	350
524	Fuel	200	824	200	81	200	200
528	Uniforms	150	-	80	-	100	100
559	Books & Subscriptions	-	519	-	-	-	-
561	Conference Registrations	382	75	800	1,729	1,400	500
576	Maint - Payroll Program	12,000	12,437	12,000	14,454	12,000	13,000
TOTAL OPERATING EXPENDITURES		16,400	15,283	16,849	17,754	18,749	17,900
*Total Human Resources		\$ 70,328	\$ 66,167	\$ 81,288	\$ 81,507	\$ 84,084	\$ 83,877

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

Dept 513030 IT / GATV ACCESS

Object #	Account Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
310	Professional Services	18,000	20,176	17,000	20,100	19,100	20,100
	TOTAL OPERATING EXPENDITURES	18,000	20,176	17,000	20,100	19,100	20,100
	<i>*Total IT / GATV Access</i>	\$ 18,000	\$ 20,176	\$ 17,000	\$ 20,100	\$ 19,100	\$ 20,100

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

Dept 514000 Legal Counsel

Object #	Account Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
310	Professional Fees	85,000	98,513	92,000	104,904	81,600	81,600
	TOTAL OPERATING EXPENDITURES	85,000	98,513	92,000	104,904	81,600	81,600
	<i>*Total Legal Counsel</i>	\$ 85,000	\$ 98,513	\$ 92,000	\$ 104,904	\$ 81,600	\$ 81,600

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

Dept 515000 Comprehensive Planning

Object #	Account Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
310	Professional Fees	25,000	2,259	25,000		25,000	25,000
367	Other Charges	250		250		250	250
490	Advertising	500		500	134	500	500
TOTAL OPERATING EXPENDITURES		25,750	2,259	25,750	134	25,750	25,750
<i>*Total Comprehensive Planning</i>		\$ 25,750	\$ 2,259	\$ 25,750	\$ 134	\$ 25,750	\$ 25,750

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

Dept 521000 Police Department (PBSO)

Object #	Account Name	Adopted Budget 2017-2018	Actual Proposed 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
310	Professional Services	548,924	550,005	559,902	559,902	565,502	565,502
	TOTAL OPERATING EXPENDITURES	548,924	550,005	559,902	559,902	565,502	565,502
	<i>*Total Police Department</i>	\$ 548,924	\$ 550,005	\$ 559,902	\$ 559,902	\$ 565,502	\$ 565,502

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

Dept 524000 Building, Planning & Zoning/Protective Inspections

Object #	Account Name	Adopted Budget	Actual Budget	Adopted Budget	Unaudited Actual	Adopted Budget	Proposed Budget
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2020-2021
110/120/130	Salaries & Wages	108,244	114,204	136,415	125,280	116,070	119,000
150	Special Pay	-	300	350	300	350	0
210	FICA Taxes	8,281	8,378	10,436	9,269	8,880	9,104
220	FLC Ret 3%	3,247	3,747	3,362	2,977	3,482	3,570
221	FLC Ret 4.35%	4,709	4,384	4,875	3,624	5,050	5,177
230	Life and Health Insurance	13,043	8,936	17,576	6,953	17,576	18,172
240	Worker's Compensation	2,462	6,319	4,163	2,513	4,477	2,850
TOTAL PERSONNEL SERVICE		139,986	146,268	177,176	150,916	155,885	157,873
310	Professional Services	20,000	35,649	20,000	37,231	20,000	20,000
360	Travel & Per Diem	500	2,552	500	614	622	622
461	Repair/Maintenance	500	630	500	225	500	500
478	Printing	300	198	300	16	800	800
515	Dues	1,500		1,500	1,070	230	230
520	Operating Supplies	500	1,898	1,200	1,052	1,500	1,500
524	Fuel	1,000	719	1,000	1,470	2,000	2,000
528	Uniforms	200	134	200	310	400	400
559	Books & Subscription	-	440	-		-	-
561	Conference Registration	-		-		1,470	1,470
563	Training	-	895	-			
577	Program-BPC Code Software Service	-		-		8,000	8,000
600	Capital Outlay	10,322		10,322	9,750	-	-
TOTAL OPERATING EXPENDITURES		34,822	43,115	35,522	51,738	35,522	35,522
*Total Protective Inspections		\$ 174,808	\$ 189,383	\$ 212,698	\$ 202,654	\$ 191,407	\$ 193,395

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

Dept 541000 Roads & Streets

Object #	Account Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
110/120/130	Salaries & Wages	421,955	350,620	421,025	399,562	398,904	413,263
150	Special Pay	-	1,250	1,450	1,500	1,450	-
210	FICA Taxes	32,280	24,222	32,208	28,837	30,517	31,615
211	FRS Retirement Contributions	4,259	4,769	4,942	5,368	5,463	6,450
220	FLC Ret 3%	8,499	8,023	7,086	7,872	11,968	9,450
221	FLC Ret 4.35	12,323	5,274	15,915	6,588	12,546	13,703
230	Life and Health Insurance	50,029	36,441	70,304	51,600	70,304	72,688
240	Worker's Compensation	40,741	58,962	38,843	23,452	46,058	35,842
	TOTAL PERSONNEL SERVICE	570,086	489,561	591,773	524,779	577,210	583,011
310	Professional Services	5,000		5,000		3,000	3,000
311	Drug Testing	300	247	300	795	500	500
320	Accounting & Auditing	5,000		5,000	6,500	6,250	6,250
340	Contractual Services	413,780	417,355	413,780	421,682	413,780	480,000
352	Tipping Fees	2,000		2,000	3,255	2,540	2,540
360	Travel & Per Diem	1,240		1,240		500	500
367	Other Charges	1,948	580	1,948	2,176	3,000	3,000
410	Communications - Local Servi	3,000	772	3,000	1,337	2,400	2,400
413	Communications - Long Distan	400	1,350	400	1,579	1,000	1,000
431	Electric Service	104,000	103,993	104,000	98,232	104,000	104,000
432	Water, Sewer & Solid Waste S	2,500	1,183	2,500	4,780	4,000	4,800
450	General Liability Insurance	11,507	12,143	5,712	7,385	7,385	7,712
451	Auto Liability Insurance	19,380	20,451	9,454	12,767	12,767	13,332
452	Property Insurance	3,366	3,128	2,854	2,565	2,565	2,999
461	Repair/Maintenance	32,700	43,829	32,700	52,598	45,000	30,000
480	Promotional Activities	500		500	-	500	500
498	Vehicle Registration Fees	200	201	200	93	200	200
510	General Office Supplies	300	467	300	-	500	500
520	Operating Supplies	3,048	4,692	3,048	3,226	3,048	3,048
524	Fuel	15,000	21,465	15,000	15,550	15,000	15,000
525	Chemicals	1,700	723	1,700	548	1,700	1,700
526	Small Equipment	1,500	2,744	1,500	594	1,500	1,500
528	Uniforms	1,000	1,125	2,000	1,398	2,000	2,000
529	Protective Apparel	1,000	537	1,000	248	1,000	1,000
555	Sign/Sidewalk/Street/Replacements	4,213	847	2,213		2,213	2,213
561	Conference Registrations	-		-		-	-
	TOTAL OPERATING EXPENDITURES	634,582	637,832	617,349	637,308	636,347	689,694
600	CAPITAL OUTLAY	-	33,036	-	60,704	-	-
601	Local Discretionary Surtax	328,464	187,568	-			
603	Hurricane (Emergency)		200				
604	SWA Demo Grant		530,763				
	TOTAL CAPITAL OUTLAY	328,464	751,567	-	60,704	-	-
	*Total Roads & Streets	\$ 1,533,132	\$ 1,878,960	\$ 1,209,122	\$ 1,222,791	\$ 1,213,557	\$ 1,272,705
	Solid Waste Expense (Physical Services)	414,000	417,355	413,780	421,682	413,780	480,000
	*Total Roads & Streets	\$ 1,119,132	\$ 1,461,605	\$ 795,342	\$ 801,109	\$ 799,777	\$ 792,705

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

Dept 555000 Community Economic Development

Object #	Account Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
110/120/130	Salaries & Wages	98,225	83,508	110,823	59,053	60,000	75,000
150	Special Pay	-	250	250	-	150	-
210	FICA Taxes	7,514	5,445	8,109	4,129	4,590	5,738
220	FLC Ret 3%	2,947	1,984	3,180	427	1,800	1,650
221	FLC Ret 4.35%	4,273	2,034	4,611	619	2,610	2,393
230	Life and Health Insurance	8,701	6,067	11,717	4,622	5,859	6,057
240	Worker's Compensation	232	439	289	175	189	198
	TOTAL PERSONNEL SERVICE	121,892	99,727	138,980	69,025	75,198	91,036
310	Professional Fees	-	9,990	-	6,660	20,000	-
360	Travel & Per Diem	500	326	500	-	500	500
367	Other Charges	-	1,043	-	-	500	500
461	Repair/Maintenance	700	561	700	333	700	700
478	Printing	200	1,196	200	282	200	400
480	Promotion	1,100	19,113	1,100	1,597	1,000	7,500
515	Dues	1,000	-	1,000	1,100	1,100	1,100
520	Operating Supplies	400	2,145	400	175	500	500
524	Fuel	700	1,134	700	419	700	1,500
559	Books & Subscriptions	-	1,100	-	-	-	-
	TOTAL OPERATING EXPENDITURES	4,600	36,608	4,600	10,566	25,200	12,700
	*Total Community Development	\$ 126,492	\$ 136,335	\$ 143,580	\$ 79,591	\$ 100,398	\$ 103,736

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

Dept 572000 Recreation Department - City

Object #	Account Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
110/120/130	Salaries & Wages	208,890	186,132	260,549	207,443	242,990	180,347
150	Special Pay	-	700	800	750	800	-
210	FICA Taxes	15,980	11,892	19,065	16,482	18,589	13,797
211	FRS Retirement Contributions	1,605	1,736	-	-	-	-
221	FLC Ret 4.35%	4,801	531	8,082	4,247	6,478	6,477
220	FLC Ret 3%	3,311	3,532	5,574	4,540	4,467	4,467
230	Life and Health Insurance	7,831	8,809	7,831	19,105	17,579	18,172
240	Worker's Compensation	27,835	30,136	20,161	10,125	16,896	12,026
	TOTAL PERSONNEL SERVICE	270,253	243,468	322,062	262,692	307,799	235,286
320	Annual Audit Fee	2,500	2,500	2,500	4,500	5,000	5,000
340	Contract - Janitorial Service	14,950	15,750	14,950	14,600	14,950	14,950
342	Copier Lease	810	16	810	-	810	810
354	Permit	1,300	1,292	1,300	1,792	1,300	1,300
360	Travel & Per Diem	750	3,346	750	(993)	750	750
367	Other Charges	2,560	1,577	2,560	2,236	2,560	2,560
410	Communications - Local Servi	3,700	9,422	3,700	11,561	3,700	3,700
411	Gym Alarm Honeywell (entire complex)	1,340	-	1,340	-	1,340	1,340
413	Communications - Long Distan	500	928	500	942	500	500
415	Internet Service	900	2,316	900	2,639	900	900
420	Postage	200	-	200	-	200	200
431	Electric Service	25,000	43,265	25,000	47,969	25,000	45,000
432	Water, Sewer, & Solid Waste	4,500	10,257	4,500	9,930	4,500	10,000
436	Solid Waste Assessment	8,408	7,862	8,408	7,583	8,408	8,408
450	General Liability Insurance	18,209	19,216	9,039	11,686	11,686	12,204
451	Auto Liability Insurance	16,755	17,681	8,173	11,037	11,037	11,526
452	Property Insurance	27,294	25,366	23,143	20,797	20,797	24,322
461	Repair/Maintenance	11,900	11,704	11,900	18,278	15,000	20,000
494	HRS Background Screening	400	311	400	2,930	800	800
495	Cafeteria Expenses	1,200	1,097	1,200	839	1,200	2,500
496	Security (Special Events)	1,000	-	1,000	-	1,000	1,000
499	Annual Fire Safety Ins	-	322	-	-	-	-
510	General Office Supplies	2,500	1,128	2,500	896	2,500	2,500
515	Dues	-	-	-	-	1,000	1,000
520	Operating Supplies	1,000	1,014	1,000	1,049	2,000	2,000
524	Fuel	5,000	6,943	5,000	6,046	7,000	7,000
528	Uniforms	400	159	400	48	400	400
530	Food - After School Program	700	1,189	700	426	700	700
531	Misc. Expenses - After School Program	5,207	1,918	5,207	4,045	5,207	5,207
532	After School Program - Supplies	-	106	-	-	-	-
537	Program Supplies	7,350	15,444	7,350	16,462	7,350	10,000
544	Back-To-School BASH	6,000	2,325	6,000	4,112	6,000	6,000
559	Books & Subscriptions	1,000	457	1,000	251	-	-
	TOTAL OPERATING EXPENDITURES	173,333	204,911	151,430	201,661	163,596	202,577
	*Total Recreation Department - City	\$ 443,586	\$ 448,379	\$ 473,492	\$ 464,353	\$ 471,395	\$ 437,863

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

Dept 572020 Recreation Department - PBC

Object #	Account Name	Adopted Budget	Actual Budget	Adopted Budget	Unaudited Actual	Adopted Budget	Proposed Budget
		2017-2018	2017-2018	2018-2019	2018-2019	2019-2020	2020-2021
110/120/130	Salaries & Wages	90,200	88,496	90,680	83,003	68,600	68,600
210	FICA Taxes	6,732	6,732	6,937	4,667	5,248	5,248
211	FRS Retirement Contributions	1,027	1,027	2,891	3,158	3,304	3,800
220	FLC Ret 3%	3,828	4,749	2,400	940	1,245	2,058
221	FLC Ret 4.35%	2,640	2,640	1,656	934	858	2,984
230	Life and Health Insurance	9,572	9,572	12,080	10,665	11,717	12,115
240	Worker's Compensation	3,443	4,274	3,582	3,562	3,582	4,040
	TOTAL PERSONNEL SERVICE	117,442	117,490	120,225	106,929	94,554	98,845
360	Travel and Per Diem	2,500	1,552	2,500	644	2,500	700
502	Miscellaneous	2,074		2,074	-	2,074	-
528	Uniforms	1,500	392	1,800	681	1,800	700
530	Food - After School Program	441	148	1,317	1,058	1,317	1,100
535	Contributions & Sponsorships	9,048	6,342	9,048	5,966	9,048	6,000
537	Program Supplies	5,359		5,581	6,777	5,581	6,800
561	Conference Registration	1,000	375	1,000	-	1,000	-
	TOTAL OPERATING EXPENDITURES	21,922	8,809	23,320	15,126	23,320	15,300
	*Total Recreation Department - PBC	\$ 139,364	\$ 126,299	\$ 143,545	\$ 122,055	\$ 117,874	\$ 114,145

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

Dept 572150 Parks Department

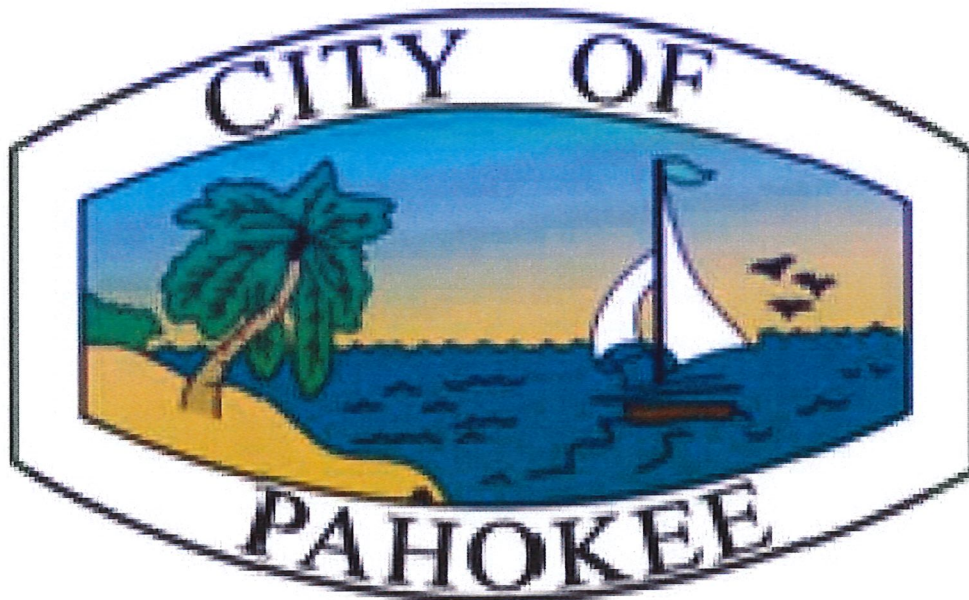
Object #	Account Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
110/120/130	Salaries & Wages	5,576		5,688	-	5,440	-
210	FICA Taxes	427		416	-	417	-
240	Worker's Compensation	568		2,508	-	2,508	-
	TOTAL PERSONNEL SERVICE	6,571	-	8,611	-	8,365	-
320	Accounting & Auditing	500	300	500	500	500	500
431	Electric Service	6,135	3,754	6,135	4,377	6,135	5,135
432	Water, Sewer & Solid Waste S	10,000	8,492	10,000	10,056	10,000	11,000
436	Solid Waste Assessment	3,357	9,973	3,357	1,574	3,357	3,357
450	General Liability Insurance	3,691	3,819	1,796	2,322	2,322	2,425
452	Property Insurance	3,773	3,507	3,200	2,875	2,875	3,363
461	Repair/Maintenane	6,853	4,547	6,853	9,237	6,853	6,853
499	Annual Fire Safety Inspection	50	50	50	-	50	50
520	Operating Supplies	200	5,312	200	169	200	200
525	Chemicals	500	412	500	222	500	500
	TOTAL OPERATING EXPENDITURES	35,059	40,166	32,591	31,332	32,793	33,383
	*Total Parks Department	\$ 41,630	\$ 40,166	\$ 41,202	\$ 31,332	\$ 41,157	\$ 33,383

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

Dept 590000 Non-Departmental

Object #	Account Number/Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
310	Professional Fees	20,800	16,642	20,800	18,402	20,800	20,800
342	Copier Lease	5,810	15,352	11,000	15,272	11,000	11,000
367	Other Charges-City Hall	9,805	14,749	10,327	17,145	10,327	10,327
369	Aid to Chamber of Commerce	3,000	3,000	3,000	3,000	3,000	-
410	Communications - Local	10,288	9,468	10,288	8,918	10,288	10,288
413	Communications - Long Distance	2,118		2,118	-	2,118	2,118
415	Internet for City	1,400	5,411	6,000	5,803	6,000	6,000
420	Postage	4,475	6,398	6,500	5,056	6,500	6,500
431	Electric Service	700	13,568	15,000	12,466	15,000	15,000
432	East Beach Water Assessment-Inc 246 E Main	12,950	7,765	12,950	12,951	12,950	12,950
436	Solid Waste Assessment	2,719	2,682	2,719	2,587	2,719	2,719
440	Rentals and Leases	2,800		2,800	-	2,800	2,800
450	General Liability Insurance	30,346	32,191	15,142	19,577	19,577	20,444
451	Auto Liability Insurance	4,035	4,257	1,968	2,657	2,657	3,330
452	Property Insurance	38,924	36,174	33,004	29,659	29,659	34,686
461	Repair/Maintenance	10,192	6,677	10,192	6,884	10,192	10,192
478	Printing	200		200	-	200	200
480	Promotional Activities	2,250	948	2,250	1,975	2,250	2,250
487	Employee of the Quarter	700	300	700	-	700	700
488	Employee of the Year	500	500	500	500	500	500
499	Annual Fire Safety Inspection	200	100	200	-	200	200
510	General Office Supplies	4,667	3,800	4,000	3,725	4,000	4,000
515	Books, Dues & Subscription	165		165	-	165	165
546	Fourth of July Celebration	4,000	15,120	7,000	11,701	7,000	10,000
600	Capital Outlay	-	16,572	-	9,900	-	-
	TOTAL OPERATING EXPENDITURES	173,044	211,674	178,823	188,178	180,602	187,169
920	Interfund Transfer Marina	26,914		26,698	84,128	112,536	136,105
	TOTAL INTERFUND TRANSFER	26,914		26,698	84,128	112,536	136,105
	*Total Non-Departmental	\$ 199,958	\$ 211,674	\$ 205,521	\$ 272,306	\$ 293,139	\$ 323,274

Special Revenue Fund

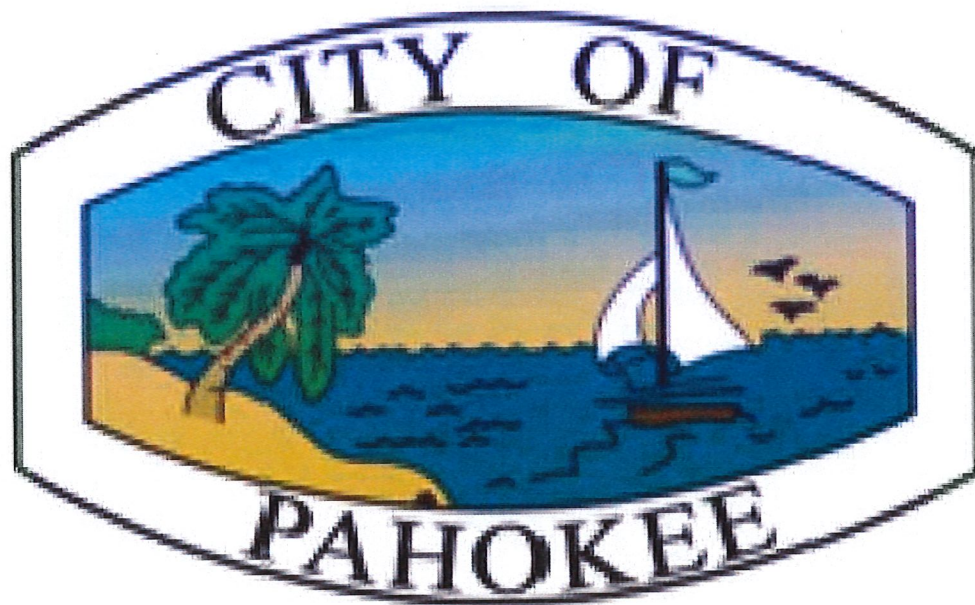


City of Pahokee, Florida
Special Revenue Fund
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2021

Fund 100 - Special Revenue Fund

Object#	Account Number/Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
	REVENUES/OTHER SOURCES						
335800	Disc Sales Surtax 1%	-	-	-	-	424,807	348,061
	TOTAL REVENUES/OTHER SOURCES	-	-	-	-	424,807	348,061
	EXPENDITURES						
631	Capital Outlay Disc Surtax (1%)	-	-	-	-	289,573	212,827
911	Interfund Transfer Debt Fund					135,234	135,234
	TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ 424,807	\$ 348,061

Henderson Endowment Fund

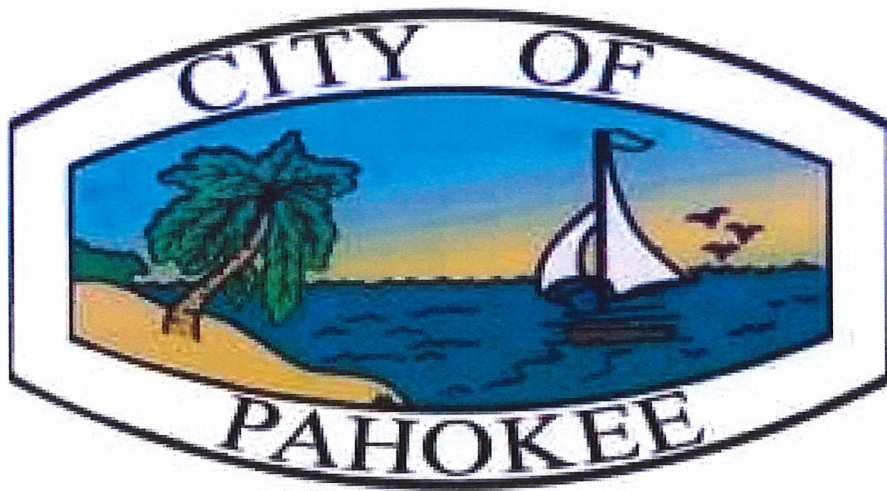


City of Pahokee, Florida
Henderson Endowment Fund
Schedule of Revenues and Expenditures
For The Fiscal Year Ending September 30, 2021

Fund 125 - Henderson Endowment

Object#	Account Number/Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
	REVENUES/OTHER SOURCES						
360150	Interest Income	1,315		1,315	9,565	5,000	3,000
	TOTAL REVENUES/OTHER SOURCES	1,315		1,315	9,565	5,000	3,000
	EXPENDITURES						
581010	Interfund Tsfr Out - Cemetery	1,315	2,786	1,315	9,565	5,000	3,000
	TOTAL EXPENSES	\$ 1,315	\$ 2,786	\$ 1,315	\$ 9,565	\$ 5,000	\$ 3,000

Debt Service Fund



City of Pahokee, Florida
Debt Service Fund
Schedule of Revenues
For The Fiscal Year Ending September 30, 2021

Fund 220- Debt Fund

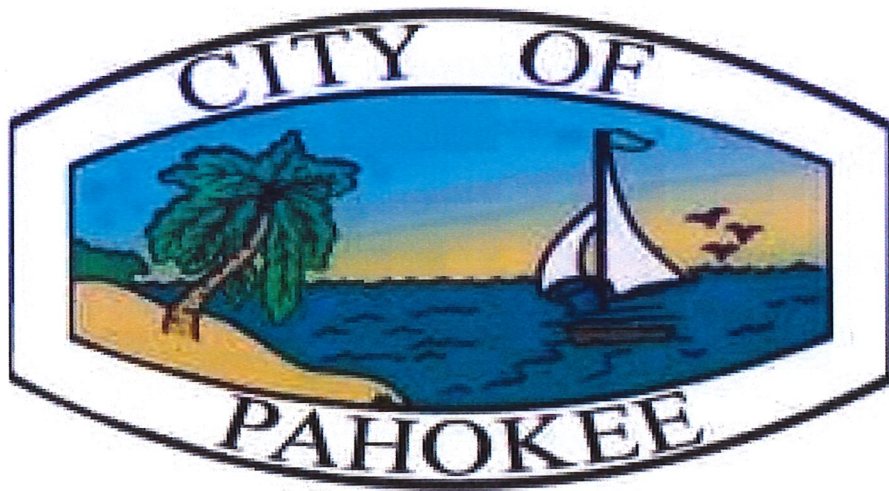
Object #	Account Number/Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
	REVENUES/OTHER SOURCES	-		-		-	-
	Subtotal - Capital Projects - Revenues	-		-		-	-
381220	Interfund transfer in from Capital Projects Fund	-		112,695	112,695	135,234	135,234
	TOTAL Debt Service Fund REVENUES	\$ -		\$ 112,695	\$ 112,695	\$ 135,234	\$ 135,234

City of Pahokee, Florida
 Debt Service Fund
 Schedule of Expenses
 For The Fiscal Year Ending September 30, 2021

Debt Fund

Object #	Account Number/Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
711	Principal on Loan	-		91,854	91,854	114,448	119,645
721	Interest Expense	-		20,841	20,841	20,786	15,589
	TOTAL OPERATING EXPENSE	-		112,695	112,695	135,234	135,234
	Interfund Transfer	-		-	-	-	-
	Total Interfund Transfer	-		-	-	-	-
		-		-	-	-	-
	*Total Debt Service Fund	\$ -		\$ 112,695	\$ 112,695	\$ 135,234	\$ 135,234

Capital Project Fund



City of Pahokee, Florida
 Capital Project Fund
 Schedule of Revenues
 For The Fiscal Year Ending September 30, 2021

Fund 330 - Capital Project Fund

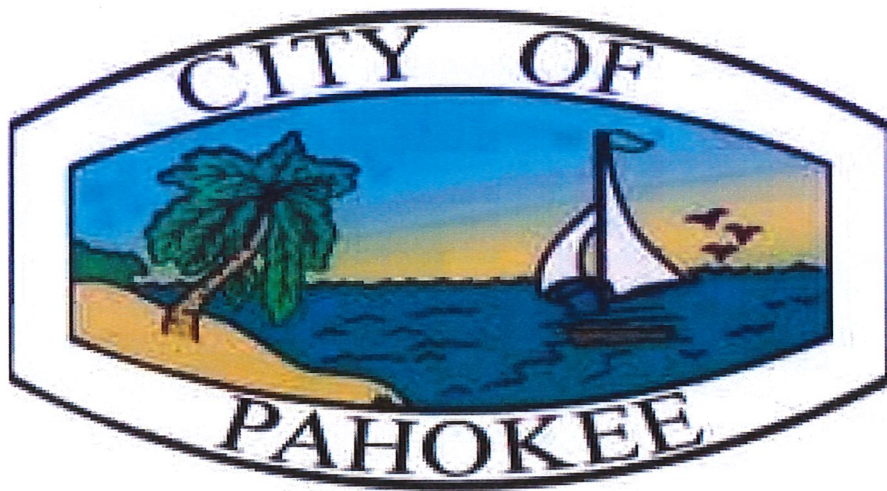
Object #	Account Number/Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
REVENUES/OTHER SOURCES							
	Capital Outlay (FDOT Road Project)						
334255	EDTF- phase 4,5, SCOP -McClure					4,000,000	1,143,943
335800	LOCAL Discretionary Sales Surtax (1%)	-		424,807	418,617	424,807	-
384630	Debt Proceeds			582,280	582,280		
334302	Glades Citizens Villa- Grant East Lake Village (Storm Drains)	-		635,000	635,000		750,000
334303	Brownfield Grant				55,261		
334300	SWA Grant		530,763	365,000	-		
	Subtotal - Capital Projects - Revenues	-	530,763	2,007,087	1,691,158	4,424,807	1,893,943
	Interfund transfer in	-		-		-	-
	TOTAL CAPITAL PROJECTS REVENUES	-	\$ 530,763	\$ 2,007,087	\$ 1,691,158	\$ 4,424,807	\$ 1,893,943

City of Pahokee, Florida
 Capital Project Fund
 Schedule of Expenses
 For The Fiscal Year Ending September 30, 2021

Capital Project Fund

Object #	Account Number/Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
600	Capital Outlay (FDOT Road Project) Barfield Hwy					3,700,000	
	Capital Outlay (FDOT Road Project) EDTF-phase 4,5, SCOP -McClure						1,143,943
631	Local Discretionary Sales Surtax	-		212,112	391,241	289,573	-
621	Commissioners Park Grant				15,680		
622	Football Field Renovation	-		682,280	682,280		
635	Glades Citizens Villa	-		635,000	635,000		
	East Lake Village (Storm Drains)						750,000
637	BrownField Grant Reconstruction				54,792		
634	SWA Grant	-		365,000	38,026		
	TOTAL OPERATING EXPENSE	-		1,894,392	1,817,019	3,989,573	1,893,943
911	Interfund Transfer Debt Fund	-		112,695	112,695	135,234	-
	<i>Total Interfund Transfer</i>	-		112,695	112,695	135,234	-
912	Interfund Transfer Out to General Fund	-		-	-	300,000	-
	<i>Total Interfund Transfer</i>	-		-	-	300,000	-
	*Total Capital Project Fund	-		\$ 2,007,087	\$ 1,929,714	\$ 4,424,807	\$ 1,893,943

Marina Fund



City of Pahokee, Florida
 Marina & Campground Fund
 Schedule of Revenues
 For The Fiscal Year Ending September 30, 2021

Fund 445 - Marina & Campground

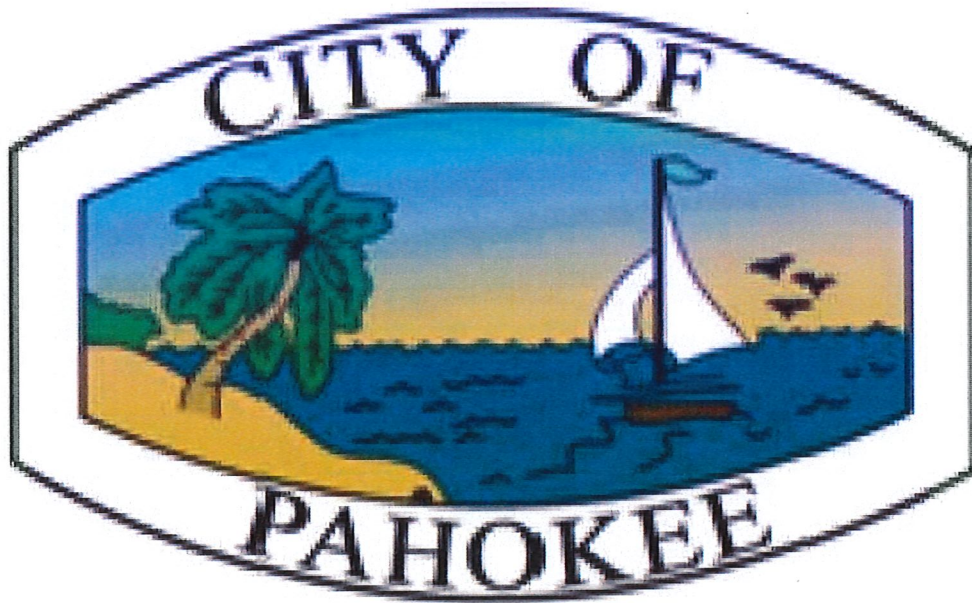
Object #	Account Number/Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
	REVENUES/OTHER SOURCES						
347510	Marina Campground Revenue	125,000	122,608	115,000	128,167	115,000	115,000
	Concession and snacks	2,500		2,500	-	2,500	2,500
	Rents for Conference Room	3,000		3,000	-	3,000	3,000
	Subtotal - Marina Revenues	130,500		120,500	128,167	120,500	120,500
	Interfund transfer in-From General Fund						
		26,914		26,698	84,128	112,536	136,105
	TOTAL MARINA & CAMPGROUND REVENUES/OTHER SOURCES						
		\$ 157,414		\$ 147,198	\$ 212,295	\$ 233,036	\$ 256,605

City of Pahokee, Florida
Marina & Campground Fund
Schedule of Expenses
For The Fiscal Year Ending September 30, 2021

Dept 575000 Marina & Campground

Object #	Account Number/Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
110/120/130	Regular Salaries & Wages	15,990	13,246	16,310	16,246	15,600	15,600
210	FICA Taxes	1,223	774	1,248	959	1,193	1,193
220	FLC Ret 2% (changed to 4.35%)	696	353	709	607	679	679
221	FLC Ret 3%	480	485	489	419	468	468
230	Life and Health Insurance	2,180	1,776	2,929	2,898	2,929	2,929
	TOTAL PERSONNEL SERVICE	20,569	16,634	21,685	21,128	20,868	20,869
310	Professional Fees	500	9,470	500	32,144	500	500
311	Drug Testing	100		100		100	100
320	Accounting & Auditing	500	500	500	2,500	500	500
354	Permits	1,000	1,147	1,000	686	1,000	1,000
410	Communications Local Services	1,715	813	1,715	1,050	1,715	1,715
413	Communications Long Distance	285		285	-	285	285
415	Internet Services	3,000	4,516	3,000	4,798	3,000	3,000
431	Electric Services	22,150	35,274	22,150	42,719	22,150	45,000
432	Water, Sewer & Solid Waste	50,775	59,367	50,775	79,340	136,920	136,920
436	Solid Waste Assessment	8,968	8,842	8,968	8,529	8,968	8,968
444	DNR Annual Adm Fee	436	300	436	300	436	436
450	General Liability Insurance	1,035	880	514	664	664	694
452	Property Insurance	5,330	3,990	4,519	4,061	4,061	4,750
461	Repair/Maintenance	8,500	23,067	8,500	10,238	8,500	8,500
490	Advertising	3,500	3,261	3,500	-	3,500	3,500
492	Bank Charges/Fees	2,400	1,697	2,400	298	2,400	2,400
499	Annual Fire Safety		685		-		
510	General Office Supplies	600	565	600	442	1,416	1,416
515	Dues				-	1,000	1,000
520	Operating Supplies	13,552	9,872	13,552	15,477	13,552	13,552
559	Books & Subscriptions	1,000		1,000	-	-	-
640	Equipment	1,500	1,979	1,500	-	1,500	1,500
	TOTAL OPERATING EXPENSE	126,846	166,225	125,514	203,246	212,167	235,736
600	Capital Outlay	10,000		-		-	-
	TOTAL CAPITAL OUTLAY	10,000		-		-	-
	Sub-Total Marina Expenditures	157,414	182,859	147,198	224,374	233,036	256,605
	Interfund Transfer Out to General Fund	-		-		-	-
	*Total Marina & Campground Expenses	\$ 157,414	\$ 182,859	\$ 147,198	\$ 224,374	\$ 233,036	\$ 256,605

Cemetery Fund



City of Pahokee, Florida
Cemetery Fund
Schedule of Revenues
For The Fiscal Year Ending September 30, 2021

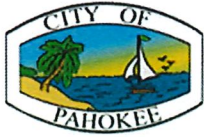
Fund 450 - Cemetery

Object#	Account Number/Name	Adopted Budget 2017-2018	Actual Budget 2017-2018	Adopted Budget 2018-2019	Unaudited Actual 2018-2019	Adopted Budget 2019-2020	Proposed Budget 2020-2021
363653	Pre-Need Open/Closing				1,335		
363654	Private Openings and Closing	40,000	40,520	40,000	43,077	40,000	40,000
346920	Pre-Need Perpetual Care				1,400		
346921	Private Perpetual Care Fees	10,000	7,124	8,500	11,640	8,500	8,500
361010	Restricted Interest- Perpetual	100	-	100	-	100	100
369041	Rental/House	3,600	-	3,600	-	3,600	3,250
369042	Cemetery Land Lease Income	4,500	4,536	4,500	4,536	4,500	4,500
364111	Sale of Cemetery Lot- Private	30,000	23,924	26,015	33,370	26,015	31,011
364112	Sale of Cemetery Lot- PreNeed	10,000	12,330	10,000	8,227	10,000	13,000
364120	Pre- Need Vault Sale				750		
364121	Sale of Vault Liners- Private	25,000	26,974	25,000	29,815	25,000	25,000
364123	Sale of Vault Liners- PreNeed	5,000	-	5,000	-	5,000	5,000
364130	Marker Installation- Private	500	175	500	-	500	500
364132	Vault Service	5,000	1,315	5,000	1,475	5,000	5,000
364150	Cremation Fees	7,000	1,200	7,000	2,200	7,000	7,000
364171	Sale of Memorials- At Need	43,000	34,313	43,000	33,947	43,000	43,596
364172	Sale of Memorial- PreNeed	5,000	4,731	5,000	-	5,000	5,000
364181	Sale of Crypts-At Need	9,000	7,765	9,000	7,990	9,000	9,000
364182	Sale of Crypts - Preneed	6,000	-	6,000	3,995	6,000	6,000
369098	Other Miscellaneous Revenues	1,376	25	1,376	137	1,376	1,376
	Subtotal - Cemetery Revenues	205,076	164,932	199,591	183,894	199,591	207,833
3810100	Interfund Trns In- SRF Henderson	1,315		1,315	9,779	5,000	3,000
	Total Cemetery Revenues/Other Sources	\$ 206,391	\$ 164,932	\$ 200,906	\$ 193,673	\$ 204,591	\$ 210,833

City of Pahokee, Florida
Cemetery Fund
Schedule of Expenses
For The Fiscal Year Ending September 30, 2021

Dept 539000 Cemetery

Object #	Account Number/Name	Adopted Budget	Actual Budget	Adopted Budget	Unaudited Actual	Adopted Budget	Proposed Budget
		2017-2018	2017-2018	2019-2020	2018-2019	2019-2020	2020-2021
110/120/130	Regular Salaries & Wages	89,544	86,245	84,811	76,095	86,420	86,420
150	Special Pay	0	350	350	250	350	0
210	FICA Taxes	6,850	6,191	12,976	5,693	6,652	6,652
220	FLC Ret 4.35%	3,258	2,928	3,258	1,701	3,529	3,529
221	FLC Ret 3%	2,246	2,221	2,246	2,466	2,434	2,434
230	Life and Health Insurance	13,052	9,286	17,576	9,934	17,576	18,172
240	Worker's Compensation	7,488	7,667	6,270	3,786	6,270	7,000
	TOTAL PERSONNEL SERVICE	122,438	114,888	127,487	99,925	123,231	124,207
310	Professional Services				1,515		
320	Accounting & Auditing	3,000	3,000	3,000	5,000	4,500	4,500
360	Travel & Per Diem	1,000		1,000	-	1,000	1,000
410	Communications - Local Servi	2,000	2,485	2,000	2,901	2,000	3,000
413	Communications - Long Distan	600	271	600	278	600	600
415	Internet Service	840	1,781	840	1,781	840	840
420	Postage	200		200	-	200	200
431	Electric Service	2,500	1,945	2,500	2,390	2,500	2,500
432	Water, Sewer & Solid Waste	1,800	1,674	1,800	1,775	1,800	1,800
442	License	100	26	100	26	100	100
450	General Liability Insurance	3,660	3,111	1,817	2,349	2,349	2,453
451	Auto Liability Insurance	2,519	2,141	1,229	1,659	1,659	1,178
452	Property Insurance	2,812	2,105	2,384	2,142	2,142	2,506
461	Repair/Maintenance	10,250	8,673	10,250	8,625	11,756	11,756
510	General Office Supplies	250	727	250	1,366	500	500
520	Operating Supplies	1,750	849	1,750	1,957	4,713	4,713
524	Fuel	7,000	5,676	7,000	6,650	7,000	7,000
525	Chemicals	200		200	180	500	500
526	Small Equipment	1,000	834	1,000	928	1,500	2,000
528	Uniforms	500	432	500	138	500	500
529	Protective Apparel	-		-	-	-	-
551	COS Markers (Memorial Sales)	27,223	22,870	23,900	21,033	23,900	25,000
552	COS Lot Markers	300		300	-	500	1,000
553	COS Vault Liners	10,500	9,050	10,500	11,303	10,500	12,680
559	Books & Subscriptions	300	99	300	-	300	300
	TOTAL OPERATING EXPENSE	80,304	67,749	73,419	73,996	81,360	86,626
600	Capital Outlay	3,649		-		-	-
	TOTAL CAPITAL OUTLAY	3,649		-		-	-
	*Total Cemetery Expenses	\$ 206,391	\$ 182,637	\$ 200,906	\$ 173,921	\$ 204,591	\$ 210,833



AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE REGULAR COMMISSION MEETING

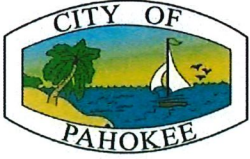
(This meeting is being held by teleconference/zoom)

TUESDAY, SEPTEMBER 22, 2020 6:30 P.M.

- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS:
- D. CITIZEN COMMENTS/PUBLIC SERVICE ANNOUNCEMENTS – ALL ITEMS ON AGENDA (3 MINUTES)
- E. PUBLIC SERVICE ANNOUNCEMENTS (FILL OUT PUBLIC COMMENT CARD):
- F. APPROVAL OF MINUTES:
- G. CONSENT AGENDA:
 - 1. Palm Beach County Neighborhood Oversight Committee
 - 2. EPA check refund
- H. ORDINANCE(S):
- I. RESOLUTION(S):
 - 1.- Resolution 2020 – 26** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING OBSERVED HOLIDAYS FOR FISCAL YEAR 2020-2021 AS SET FORTH IN EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
 - 2.- Resolution 2020 – 27** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE GRANT AGREEMENT NO. LP50113 BETWEEN THE CITY OF PAHOKEE AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, EFFECTIVE AS OF OCTOBER 10, 2017, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
 - 3.- Resolution 2020 – 28** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AMENDMENT NO. 1 TO GRANT AGREEMENT NO. LP50113 BETWEEN THE CITY OF PAHOKEE AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE
- J. PUBLIC HEARINGS:
- K. PROCLAMATION(S) (approval):
- 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:



CONSENT AGENDA



City of Pahokee

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

www.cityofpahokee.com

MEMORADUM

September 12th, 2020

Subject: Palm Beach County Neighborhood Oversight Committee (Western Community)

Committee Structure/Formulation:

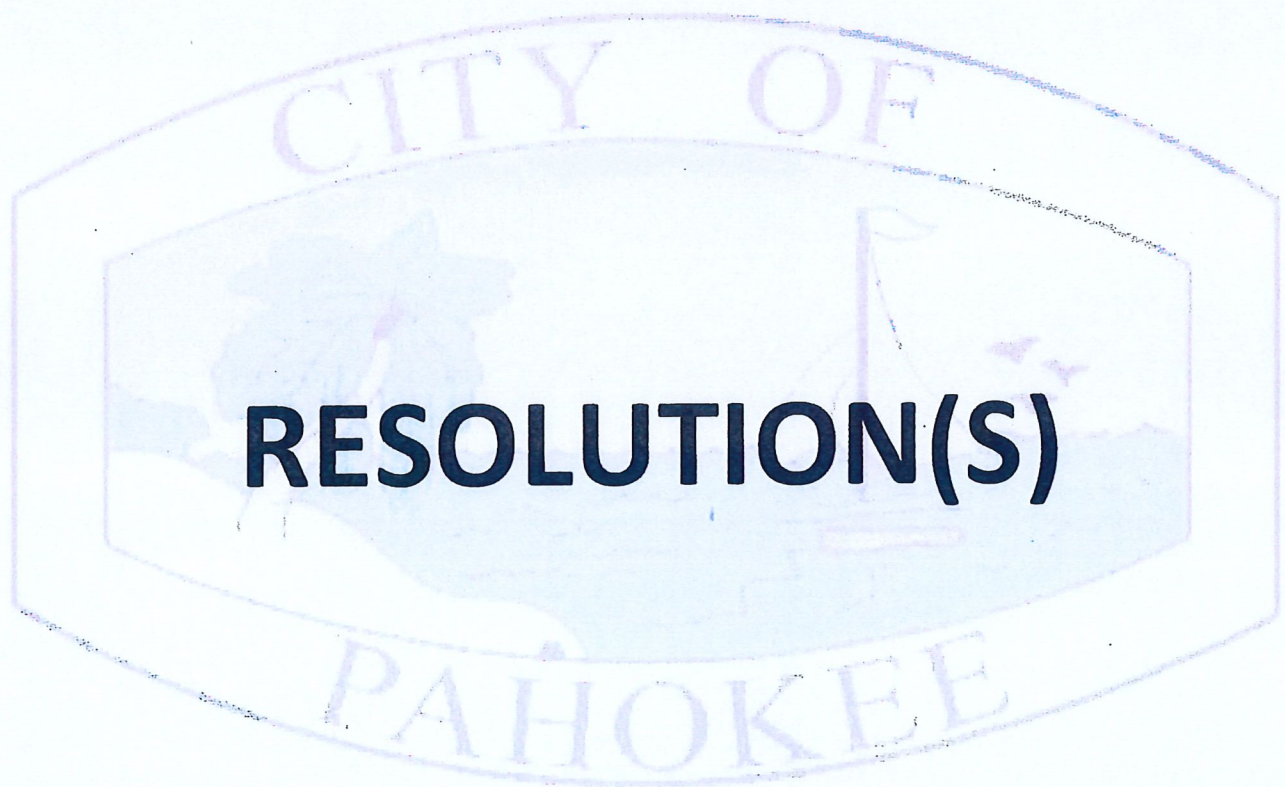
Pahokee and Belle Glade collective facilities form a single operation believed to require a single Neighborhood Oversight Panel with no more than five (5) representatives. A city staff member and/or a single elected official from each City may be on the Panel. The Panel will be chaired by a member of the Homeless Advisory Board as appointed by the Chairman of the Homeless Advisory Board and will be staffed entirely **by County personnel from Community Services and Facilities Development & Operation**, as well as personnel representing the facility operator.

Reason for Existence:

The Neighborhood Oversight Panel plays an important role as liaisons of the surrounding community in keeping County representatives informed of local conditions and positioned for the mutual success of all stakeholders.

Volunteers from Pahokee:

1. Sanquetta Cowan
2. Rev. Patricia Wallace
3. Vice Mayor Clara "Tasha" Murvin
4. Faith Sasser
5. Josie Hernandez



RESOLUTION(S)

RESOLUTION 2020 - 26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING OBSERVED HOLIDAYS FOR FISCAL YEAR 2020-2021 AS SET FORTH IN EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND EXPEDIENT ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Pahokee, Florida ("City Commission") adopts a holiday schedule annually for the City of Pahokee; and

WHEREAS, the City Commission desires to adopt holidays to be observed by the City of Pahokee for fiscal year 2020-2021 ("Observed Holidays"), as set forth in Exhibit "A" attached hereto.

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 true and correct and incorporated by reference.

Section 2. Adoption of Observed Holidays. The City Commission of the City of Pahokee hereby adopts Observed Holidays for fiscal year 2020-2021 set forth in Exhibit "A."

Section 3. Authorization of City Manager. The City Commission of the City of Pahokee hereby authorizes 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 22nd day of September 2020.

Keith W. Babb, Jr., Mayor

ATTEST:

Interim City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

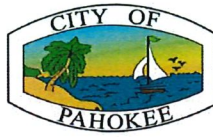
Moved by: _____

Seconded by: _____

VOTE:

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

Exhibit "A"
Observed Holidays 2020-2021
Attached.



Observed Holidays 2020 – 2021

<u>Holidays</u>	<u>Dates</u>
Columbus Day	October 12th, 2020
Veterans Day	November 11th, 2020
Thanksgiving	November 26-27th, 2020
Christmas Eve & Christmas Day	December 24th-25th, 2020
*New Year's Eve	December 31st, 2020
New Year's Day	January 1st, 2021
Martin Luther King Jr. Day	January 18th, 2021
Presidents' Day	February 15th, 2021
Memorial Day	May 31st, 2021
Juneteenth Day	June 11th 2021
Independence Day	July 5th, 2021
Labor Day	September 6th, 2021

* This holiday may be observed in the City Manager's discretion.

The Commission approves two floating holidays each fiscal year. For Fiscal Year 2020-21 the floating holidays shall be:

- November 25th
- December 28th

RESOLUTION 2020 - 27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE GRANT AGREEMENT NO. LP50113 BETWEEN THE CITY OF PAHOKEE AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, EFFECTIVE AS OF OCTOBER 10, 2017, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Pahokee, Florida ("City") desired funds for certain stormwater improvements in Pahokee East Lake Village ("Stormwater Improvement Project"); and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") desired to provide funding in the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) to the City for the Stormwater Improvement Project, in accordance with the terms set forth in the Grant Agreement No. LP50113, effective as of October 10, 2017, attached hereto as Exhibit "A" (the "Grant Agreement"); and

WHEREAS, FDEP provided the funding pursuant to the Grant Agreement in the year 2017, but the Grant Agreement, by inadvertence, failed to be authorized by the Commission or executed by the City Manager; and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") finds that authorizing the City Manager to enter into and execute the Grant 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 City Manager. The City Commission of the City of Pahokee hereby authorizes the City Manager to enter into Grant Agreement No. LP50113 between the City of Pahokee and the Florida Department of Environmental Protection, effective as of October 10, 2017, 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 September 2020.

Keith W. Babb, Jr., Mayor

ATTEST:

Interim City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Exhibit "A"

**GRANT AGREEMENT NO. LP50113 BETWEEN THE CITY OF PAHOKEE
AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

(ATTACHED)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) Agreement Number
Pahokee East Lake Village Stormwater Improvements (HB 2943) **LP50113**

2. Parties **State of Florida Department of Environmental Protection,**
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: **City of Pahokee** Entity Type: **Local Government**

Grantee Address: **207 Begonia Drive, Pahokee, Florida 33476** FEID: **596000400**
(Grantee)

3. Agreement Begin Date: **7/1/17** Date of Expiration: **December 31, 2020**

4. Project Number: Project Location(s): **City of Pakokee, Palm Beach**
(If different from Agreement Number)

Project Description: **Grantee will upgrade the existing infrastructure in the East Lake Village neighborhood to the recommendations provided in the Grantee's Stormwater Master Plan.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$750,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	GAA Line #1606A	\$750,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		

<p>6. Department's Grant Manager Name: Danny NeSmith or successor Address: Depart. of Environmental Protection 2600 Blair Stone Road, MS3554 Tallahassee, Florida 32399-2400 Phone: (850) 245-8468 Email: Danny.NeSmith@dep.state.fl.us</p>	<p>Grantee's Grant Manager Name: Jongelene Adams or successor Address: City of Pahokee 207 Begonia Drive Pahokee, Florida 33476 Phone: (561) 924-5534 Email: jadams@cityofpahokee.com</p>
---	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal)
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Disclosure of Lobbying Activities (Federal)
<input type="checkbox"/> Exhibit C: DEP Property Reporting Form
<input checked="" type="checkbox"/> Exhibit D: Payment Request Summary Form
<input type="checkbox"/> Exhibit E: Quality Assurance Requirements
<input checked="" type="checkbox"/> Exhibit F: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.

9. **City of Pahokee**

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

10.

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

(Grant Manager), DEP Grant Manager

(QC Reviewer), DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:
 - i. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - ii. Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.
- b. Corrective Action Plan. If the Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.). To obtain the applicable interest rate, please refer to:
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. Taxes. The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on **Exhibit D, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Grant Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- f. Interim Payments. Interim payments may be made by the Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by the Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the completion date of the Agreement.
- h. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If the Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on

the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Property Reporting Form.
- f. Rental/Lease of Equipment – Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, the Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on **Exhibit A, Progress Report Form**, to the Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) calendar days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by the Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if the Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum percentage described in the Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Grant Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.
- c. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Grant Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- d. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- e. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
 - i. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - ii. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
 - iii. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage
 - iv. Other Insurance.
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.
- b. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as

described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

- c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

14. Notice of Default.

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.

- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement; and
- i. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by the Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
 - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. – b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
- iii. Notification. The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in **Attachment 5, Special Audit Requirements.** Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of the Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department

expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

37. Prohibited Local Government Construction Preferences.

Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

38. Prohibited Governmental Actions for Public Works Projects.

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- a. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- b. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- c. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
 - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
 - ii. Provide employees a specified type, amount, or rate of employee benefits;
 - iii. Control, limit, or expand staffing; or
 - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- d. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- e. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT AGREEMENT
SPECIAL TERMS AND CONDITIONS
AGREEMENT # LP50113**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the Grantee will upgrade the existing infrastructure in the East Lake Village neighborhood to the recommendations provided in the Grantee's Stormwater Master Plan. The Project is defined in more detail in the Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is authorized under this Agreement.

4. Costs Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

5. Match Requirements.

There is no match required on the part of the Grantee under this Agreement.

6. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

7. Additional Lobbying Requirements for Federally-Funded Agreements

This Agreement is not federally funded.

8. Miscellaneous Contract Terms.

a. No retainage is required under this Agreement.

b. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

c. The work will not be performed on State-owned land.

d. Additional Requirements for Projects with Specific Line Item Appropriations. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

9. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Pahokee East Lake Village Stormwater Improvements.

PROJECT LOCATION: The Project will be located in the East Lake Village and McClure Village neighborhood, which is located within the City of Pahokee in Palm Beach County, Florida. See Figure 1.

PROJECT BACKGROUND: In 2013, the City of Pahokee (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) in order to identify and prioritize flooding within the City and eliminate or reduce the problem. Drainage improvements in the East Lake Village neighborhood area were identified as one of the top three priorities in the City. The lack of water flow, decay and a copious amount of vegetation has reduced the ability of the drainage system to properly release into the canals. As a result, this issue is disrupting the local environment and contributing to the erosion of properties and economy.

PROJECT DESCRIPTION: Grantee will upgrade the existing infrastructure in the East Lake Village neighborhood to the recommendations provided in the Grantee's Stormwater Master Plan. The proposed stormwater improvements will consist of upgrading existing pipe sizes, replacing failing corrugated metal pipe, addressing road crossings, alleviating capacity by redirecting flow, and removing pipes with negative slopes. Proposed improvements will eliminate flooding for 25-year critical events and reduce 100-year critical event flooding by fifty percent. The scope of work will include permitting, geotechnical exploration, survey and plans preparation for the piping of an existing City of Pahokee canal within the City limits.

TASKS and DELIVERABLES:

Task 1: Pre-Design Study

Task Description: The Grantee will perform a pre-design analysis of pipe installation for the existing canal within the City limits (East Lake Village neighborhood) and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem.

Deliverable: Final pre-design report submitted electronically to the Department's Grant Manager. Upon request, the Grantee will provide a paper copy of the final pre-design report.

Performance Standard: The Department's Grant Manager will review the deliverable to verify that it meets the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 2: Design and Permitting

Task Description: Grantee has procured AE Engineering, Inc in accordance with state law prior to execution of this Agreement. The Grantee will complete the design of East Lake Village Storm Water Improvement Project and obtain all necessary permits for construction of the project. The Grantee will submit documentation of design and permitting, as described below.

Deliverable: Design completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance of the completed work by the Grantee; 2) Summary of design activities to date, indicating % of design completion representing time period covered in the payment request; 3) The final payment request for this task must be accompanied by an electronic copy of the final design and a list of all required permits identifying issue dates and issuing authorities. Upon request, the Grantee will provide paper copies of obtained permits or permit related correspondence or documentation and the final design document.

Performance Standard: The Department's Grant Manager will review all deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

Task 3: Bidding and Contractor Selection

Task Description: The Grantee will subcontract the construction of the East Lake Village Storm Water Improvement Project with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

Deliverable: Completed bidding and contractor selection as evidenced by: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents, if applicable; 3) electronic copy of bid package; 4) written notice of selected contractor and 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Task 4: Project Management

Task Description: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverable: Completed project management activities to date as evidenced by: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; and 2) interim progress status summaries including summary of inspection(s), representative photos, meeting minutes and field notes, as applicable. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

Task 5: Construction

Task Description: The Grantee will construct construct the East Lake Village Storm Water drainage system including but not limited to pipe installation, erosion control, installation improvements, clearing and grubbing operations , excavation, embankment, pipe, structures and associated geotextile improvement and mowing to ensure the system functions as designed in accordance with the construction contract documents.

Deliverable : Construction completed to date as described in this task, as evidenced by these deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task, or of the portion of work completed when the funding supplied by this grant has been fully expended; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); 3) Contractor's Application and Certification for Payment; 4) signed acceptance of the completed work by the Grantee; and 5) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed (as applicable) in accordance with the construction contract documents, or indicating that construction completed by the end of the funding has been completed in accordance with the construction contract documents.

Performance Standard: The Department's Grant Manager will review each submitted deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents.

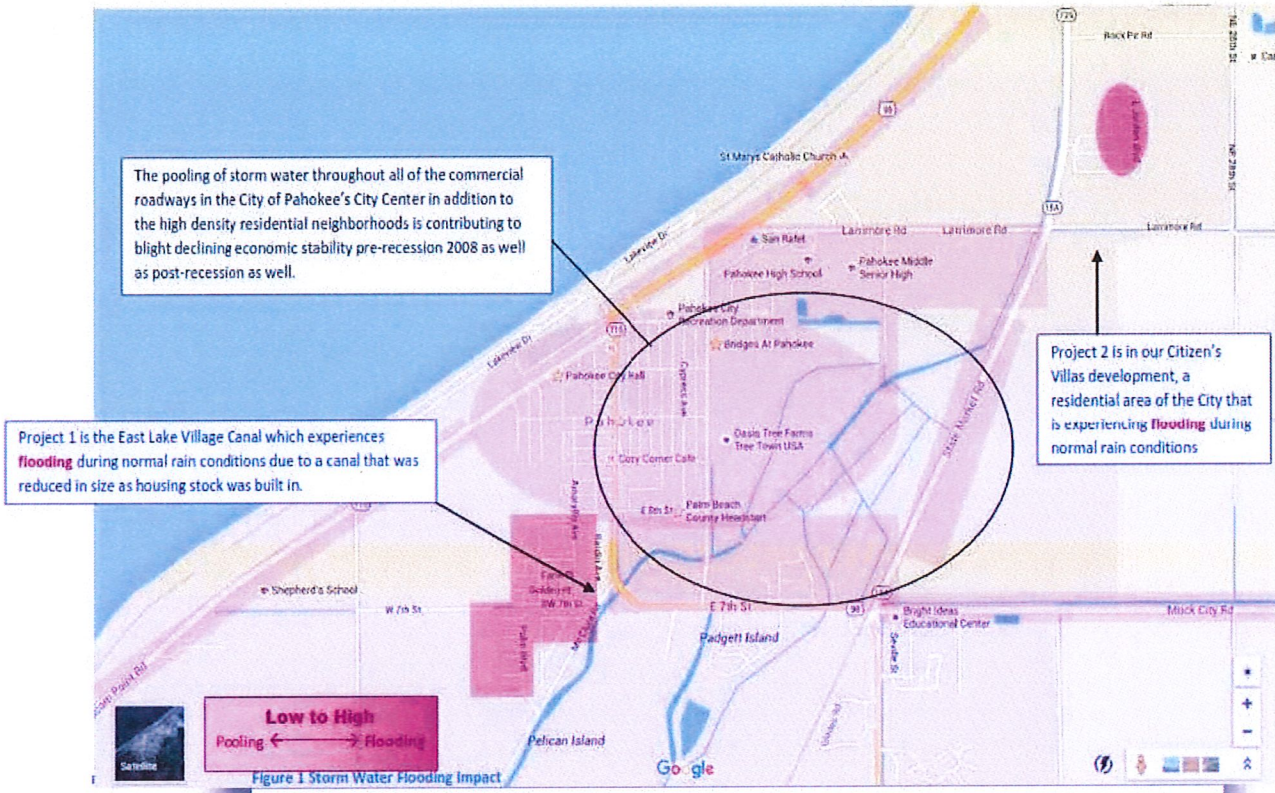
Payment Request Schedule: The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

For those tasks for which advance payment is approved, the Payment Request Schedules will not be applicable and the Grantee shall instead submit invoice documentation with each disbursement request. Proof of payment must be submitted prior to each subsequent disbursement request or no later than sixty (60) calendar days following the final disbursement request.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date	Deliverable Due Date
1	Pre Design Study	Contractual	\$30,875	7/1/17	7/1/2020	10/1/2020
2	Design and Permitting	Contractual	\$30,875	7/1/17	7/1/2020	10/1/2020
3	Bidding and Contractor Selection	Contractual	\$30,875	7/1/17	7/1/2020	10/1/2020
4	Project Management	Contractual	\$30,875	7/1/17	7/1/2020	10/1/2020
5	Construction	Contractual	\$364,800	7/1/17	7/1/2020	10/1/2020
5	Construction	Supplies	\$261,700	7/1/17	7/1/2020	10/1/2020
Total:			\$750,000			

East Lake Village Map of Area. Figure 1.



DEPARTMENT OF ENVIRONMENTAL PROTECTION

Public Records Requirements

Attachment 4

1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If the Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF
PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@dep.state.fl.us

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public
Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

ATTACHMENT 5

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit 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 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its 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 non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Line Item 1606A	2017-2018	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$750,000	140047

Total Award					\$750,000
--------------------	--	--	--	--	------------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	LP50113		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period: Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**EXHIBIT D
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No. LP50113 _____ Agreement Effective Dates: _____

Grantee: _____
(Name & Mailing Address) _____

Grantee's Grant Manager _____

Performance Period (Start date – End date): _____ Date of Request: _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$			\$	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$			\$	
TOTAL REMAINING (ALL TASKS)	\$			\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in ***Check all that apply:***
 - All permits and approvals required for the construction, which is underway, have been obtained.
 - Construction up to the point of this disbursement is in compliance with the construction plans and permits.
 - The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Print Name

Telephone Number

Grantee's Fiscal Agent Signature

Print Name

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of all Tasks on the "TOTAL BUDGET (ALL TASKS)" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL BUDGET (ALL TASKS)" for the amount to enter on the "TOTAL REMAINING (ALL TASKS)" line.

"PREVIOUS PAYMENT REQUESTS" COLUMN: Enter the total cumulative amount that has been paid in previous requests. Do not include the current requested amount in this total. Do not enter anything in the shaded areas.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "TOTAL PAYMENT REQUEST" line. Do not enter anything in the shaded areas.

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL BUDGET (ALL TASKS)" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL BUDGET (ALL TASKS)" for the amount to enter on the "TOTAL REMAINING (ALL TASKS)" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "TOTAL PAYMENT REQUEST." The final request should show the total of all claims, first claim through the final claim, etc. Do not enter anything in the shaded areas.

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:		City of Pahokee			Payment Request No.:		
DEP Agreement No.:		LP50113					
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under **(2)**.

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to Danny.NeSmith@dep.state.fl.us. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please **do not** also send a hard copy by postal mail.

Remit Payment Request by E-mail to: Danny.NeSmith@dep.state.fl.us

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP50113_Disb_1

Attachments:

- 1) Exhibit D Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

Name & Phone Number of contact

Danny.NeSmith@dep.state.fl.us 850-245-8468



**Florida Department of Environmental Protection
DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM**

Required Signatures: **Original Ink**

Use of this form is not required unless the advance requested requires the prior approval of the Florida Department of Financial Services (DFS). For advance requests that are equal to or less than the purchasing threshold of category two as defined in Section 287.017, Florida Statutes, and meet one of the advance payment requirements identified in Section 215.422(14), Florida Statutes, use of this form is waived. However, the purchase requisition or contract review form must clearly identify the criteria being met under 215.422(14), Florida Statutes that allows the advance to be made without prior DFS approval.

A letter requesting advance payment from the recipient, on its letterhead, must be attached. The DEP Program Area should forward this information to the Contract Disbursements Section at MS 78. The Contract Disbursements Section will forward requests for advance payment to DFS for review and legislature consultation, as appropriate.

Name/Address of the Vendor/Recipient:	City of Pahokee, 207 Begonia Drive, Pahokee, FL 33476	
Contact Person/Phone No.:	Chandler Williamson, MPA, City Manager 561-924-5534	
Agreement No./Purchase Order No. (if known):	SO50113	
Commodities/Services/Project Description:	East Lake Village Storm Water Project	
Organizational Structure (i.e. local gov't, non-profit corporation, etc.)	Local Government	
Value of Purchase or Grant:	\$750,000	
Advance Payment Amount Requested:	\$750,000	
Period Advance Payment to Cover:	<input type="checkbox"/> 90 days startup <input checked="" type="checkbox"/> Full Contract Period <input type="checkbox"/> Quarterly <input type="checkbox"/> Other (specify):	
Indicate Statutory Authority:	<input checked="" type="checkbox"/> 215.422, F.S. 216.181, F.S.	
GAA Year and Line Item Info:	SFY: FY18	Line Item: GAA 1606A

1. Reason advance payment is required:

The City of Pahokee is geographically located in an area the State considers the Rural Economic Distress Region of Florida. the city has minimal budget resources for capital improvement projects. this inability to provide funds upfront significantly impacts the ability to plan, design, or construct projects within the City. the fiscal burden is beyond the reach of our current general funds flexibility. The full advance payment is critical to the implementation and successful

2. The following information is required for advances requested pursuant to 215.422, Florida Statutes (and the DFS's Reference Guide for State Expenditures) which exceed the purchasing threshold of category two as defined in 287.017, Florida Statutes.

A. Document, if applicable, the cost savings to be incurred as a result of an advance payment that are equal or greater than the amount the State would earn by investing the funds and paying in arrears. Include the percent (%) savings to be realized. In calculating the percent savings as compared to the percent that can be earned by the State, information may be obtained from the DFS, Division of Treasury at (850) 413-3165 regarding the current Treasury earnings rate.

The City of Pahokee acknowledges that the advance funds will be invested in an interest bearing account and remit interest earned to the Department on a quarterly basis. The interest earned will be tracked by the City's Director of Finance and remitted in accordance with the requirements list below.

DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

B. Document, if applicable, how the goods or services are essential to the operation of the Department and why they are available only if advance payment is made:

The East Lake and McClure Village community has a decaying foundation in areas near the man-made water flow system. This is an area of severe economic distress and poverty. The decay, stoppage of water flow, and other vegetation inflicted issues have severely hampered the ability for easy drainage of canals. The storm water failures are causing property erosion and unsafe environmental challenge.

With a focus on repairing drainage, this community can continue to benefit from the potential for economic and housing development. Currently, the City of Pahokee is partnering with a local firm to build affordable housing adjacent to this area of concern. With the ability to address the water flow systems and repair to storm water drainage the efforts will significantly improve overall success rate to succinctly infuse new development, add/resurface roadways, and construction utilities for increase populations.

As the Glades continues to see an economic resurgence the ability to provide safe and adequate drainage is essential to new infrastructure development in terms of housing, streets and roads, protection against flooding and foundation decay. Supporting this request to improve the storm water drainage and canal in the Florida Glades, will directly increase the structural health of the City of Pahokee in this area and allow us to continue marketing the region as a national destination for fishing, boating, and eco-tourism activities. Funding will be used to:

- Construct and clean storm water drainage and adjoining canal
- Address cleaning of waterway for reduction of pollution
- Remove invasive flora
- Create storm water run-off that supports the adjacent infrastructure improvements and plans for commercial and residential development
- Enable local directives to concentrate on green and solar alternatives without bonding

DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

C. Identify the procurement method used to select the vendor.

Lowest Bidder is awarded

3. The following information required for advances to Governmental Entities and Non-Profits pursuant to 216.181, Florida Statutes. (Limited to GAA Authorized, Statutorily Authorized, and Grant & Aid Appropriation Categories 05XXXX or 14XXXX)

A. The entity acknowledges the requirement to invest advance funds in an interest bearing account and to remit interest earned to the Department on a quarterly basis.

Provide a description of how the entity intends to invest the advanced funds and track the interest earned on the advanced funds:

The advanced funds will be used immediately to restore accounts and the funds will not be invested.

Remittances must: 1) be identified as interest earnings on advances, 2) must identify the applicable DEP Agreement (or Contract) No., and 3) be forwarded to the following address:

Florida Department of Environmental Protection
Bureau of Finance and Accounting
Receipts Section
P.O. Box 3070
Tallahassee, Florida 32315-3070

DEP 55-222 ADVANCE PAYMENT JUSTIFICATION FORM

3. The recipient must provide an estimated budget for each quarter covered by the agreement. The summary information should include salaries, fringe benefits, overhead, contracts (specify services to be contracted out), equipment, if authorized (specify items to be purchased), supplies, travel, and other costs.

A sample summary format is provided below. The summary should include the breakdown for each quarter of the agreement period.

Description	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Salaries (identify personnel/titles)				
Fringe Benefits				
Contractual Services (list services and estimated costs)	\$488,300			
Equipment (identify each item and cost)				
Supplies	\$261,700			
Travel				
Other (specify)				
Overhead/Indirect				
Total:	\$750,000			

Certification Statement

The forgoing information is presented to the Florida Department of Environmental Protection in support of our request for advance payment. I certify that the information provided accurately reflects the financial issues facing the entity at this time.

By: _____ Date: _____
 Type Name of Signatory: _____
 Title: Chief Financial Officer or designee

DEP Program Area Review/Approval

Recommendation: Approve Request Deny Request

By: _____ Date: _____

Type Name of Signatory: _____

Title: _____ Bureau: _____ Division: _____

RESOLUTION 2020 - 28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AMENDMENT NO. 1 TO GRANT AGREEMENT NO. LP50113 BETWEEN THE CITY OF PAHOKEE AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Pahokee, Florida ("City") and the Florida Department of Environmental Protection ("FDEP") entered into Grant Agreement No. LP50113, effective as of October 10, 2017, pursuant to which FDEP provided Seven Hundred Fifty Thousand Dollars (\$750,000.00) to the City for certain stormwater improvements in Pahokee East Lake Village ("Grant Agreement"); and

WHEREAS, the Grant Agreement provided for an expiration date of December 21, 2020; and

WHEREAS the City and FDEP desire an extension of the Grant Agreement expiration date in light of certain permitting delays; and

WHEREAS, the City Manager requests commission approval to extend the Grant Agreement expiration date to October 31, 2021, and to make such other revisions to the Grant Agreement as are set forth on Amendment No. 1 to Agreement No. LP50113 between FDEP and the City of Pahokee ("Amendment No. 1"), attached hereto as Exhibit "A;" and

WHEREAS, the City Commission of the City of Pahokee ("City Commission") finds that authorizing the City Manager to enter into and execute Amendment No. 1 is in the best interest of the City and its residents.

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

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

Section 2. Authorization of City Manager. The City Commission of the City of Pahokee hereby authorizes the City Manager to enter into Amendment No. 1 to Grant Agreement No. LP50113 between the Florida Department of Environmental

Protection and the City of Pahokee, 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 September 2020.

Keith W. Babb, Jr., Mayor

ATTEST:

Interim City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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

Exhibit "A"

**AMENDMENT NO. 1 TO GRANT AGREEMENT NO. LP50113 BETWEEN
THE CITY OF PAHOKEE AND THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

(ATTACHED)

**AMENDMENT NO. 1
TO AGREEMENT NO. LP50113
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF PAHOKEE**

This Amendment to Agreement No. LP50113 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Pahokee (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Pahokee East Lake Village Stormwater Improvements, effective October 10, 2017; and,

WHEREAS, the Grantee has requested an extension of the Agreement; an extension is needed because of permitting delays; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until October 31, 2021. The reimbursement period for this Agreement begins on July 1, 2017 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 2.d. of Attachment 1 is deleted and replaced as follows:
This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature
3. The following is hereby added to Attachment 1 as Section 8.j.:
Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to the Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to the Department.
4. Section 24. of Attachment 1 is deleted and replaced as follows:
Scrutinized Companies.
 - a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee or its subcontractors are found to have submitted a false certification; or if the Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
 - b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business

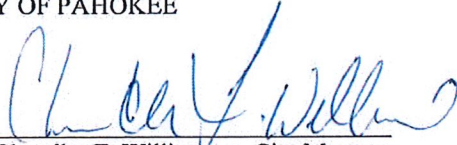
operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
5. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
 6. **Attachment 4, Public Records Requirements**, is hereby deleted in its entirety and replaced with **Attachment 4-1, Revised Public Records Requirements**. All references in the Agreement to **Attachment 4** shall hereinafter refer to **Attachment 4-1, Revised Public Records Requirements**.
 7. **Exhibit A, Progress Report Form**, is hereby deleted in its entirety and replaced with **Exhibit A-1, Revised Progress Report Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit A**, shall hereinafter refer to **Exhibit A-1, Revised Progress Report Form**.
 8. **Exhibit D, Payment Request Summary Form**, is hereby deleted in its entirety and replaced with **Exhibit D-1, Revised Payment Request Summary Form**, attached hereto and made a part of the Agreement. All references in the Agreement to **Exhibit D**, shall hereinafter refer to **Exhibit D-1, Revised Payment Request Summary Form**.
 9. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP50113 to be duly executed, the day and year last written below.

CITY OF PAHOKEE

By: 
Chandler F. Williamson, City Manager

Date: 6/24/2020

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Trina Vielhauer Digitally signed by Trina Vielhauer
Date: 2020.06.25 07:09:58 -04'00'
Trina Vielhauer, Director of Water Restoration Assistance

Date: _____

Susan Leitholf Digitally signed by Susan Leitholf
Date: 2020.06.24 15:21:45 -04'00'
Sue Leitholf, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-1	Revised Grant Work Plan (4 Pages)
Attachment	4-1	Revised Public Records Requirements (1 Page)
Exhibit	A-1	Revised Progress Report Form (2 Pages)
Exhibit	D-1	Revised Payment Request Summary Form (1 Page)

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Pahokee East Lake Village Stormwater Improvements

PROJECT LOCATION: The Project will be located in the East Lake Village and McClure Village neighborhood within the City of Pahokee in Palm Beach County County; Lat/Long (26.8207,-80.6606) See Figure 1 for a Location Map and Site Plan

PROJECT BACKGROUND: In 2013, the City of Pahokee (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) in order to identify and prioritize flooding within the City and eliminate or reduce the problem. Drainage improvements in the East Lake Village neighborhood area were identified as one of the top three priorities in the City. The lack of water flow, decay and a copious amount of vegetation has reduced the ability of the drainage system to properly release into the canals. As a result, this issue is disrupting the local environment and contributing to the erosion of properties and economy.

PROJECT DESCRIPTION: Grantee will upgrade the existing infrastructure in the East Lake Village neighborhood to the recommendations provided in the Grantee's Stormwater Master Plan. The proposed stormwater improvements will consist of upgrading existing pipe sizes, replacing failing corrugated metal pipe, addressing road crossings, alleviating capacity by redirecting flow, and removing pipes with negative slopes. Proposed improvements will eliminate flooding for 25-year critical events and reduce 100-year critical event flooding by fifty percent. The scope of work will include permitting, geotechnical exploration, survey and plans preparation for the piping of an existing City of Pahokee canal within the City limits.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Pre-Design Study

Deliverables: The Grantee will perform a pre-design study of pipe installation for the existing canal within the City limits (East Lake Village neighborhood) and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem.

Documentation: The Grantee will submit the final pre-design report.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Design and Permitting

Deliverables: The Grantee will complete the design of East Lake Village Storm Water Improvement Project and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package and publish notice and solicit bids, conduct pre-bid meetings, and respond to bid questions, in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the East Lake Village Storm Water Improvement Project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid, 2) access to all inquiries, questions, and comments regarding the bid documents, if applicable, 3) the bid package, and 4) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 4: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor, and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 5: Construction

Deliverables: The Grantee will construct East Lake Village Storm Water Improvements in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

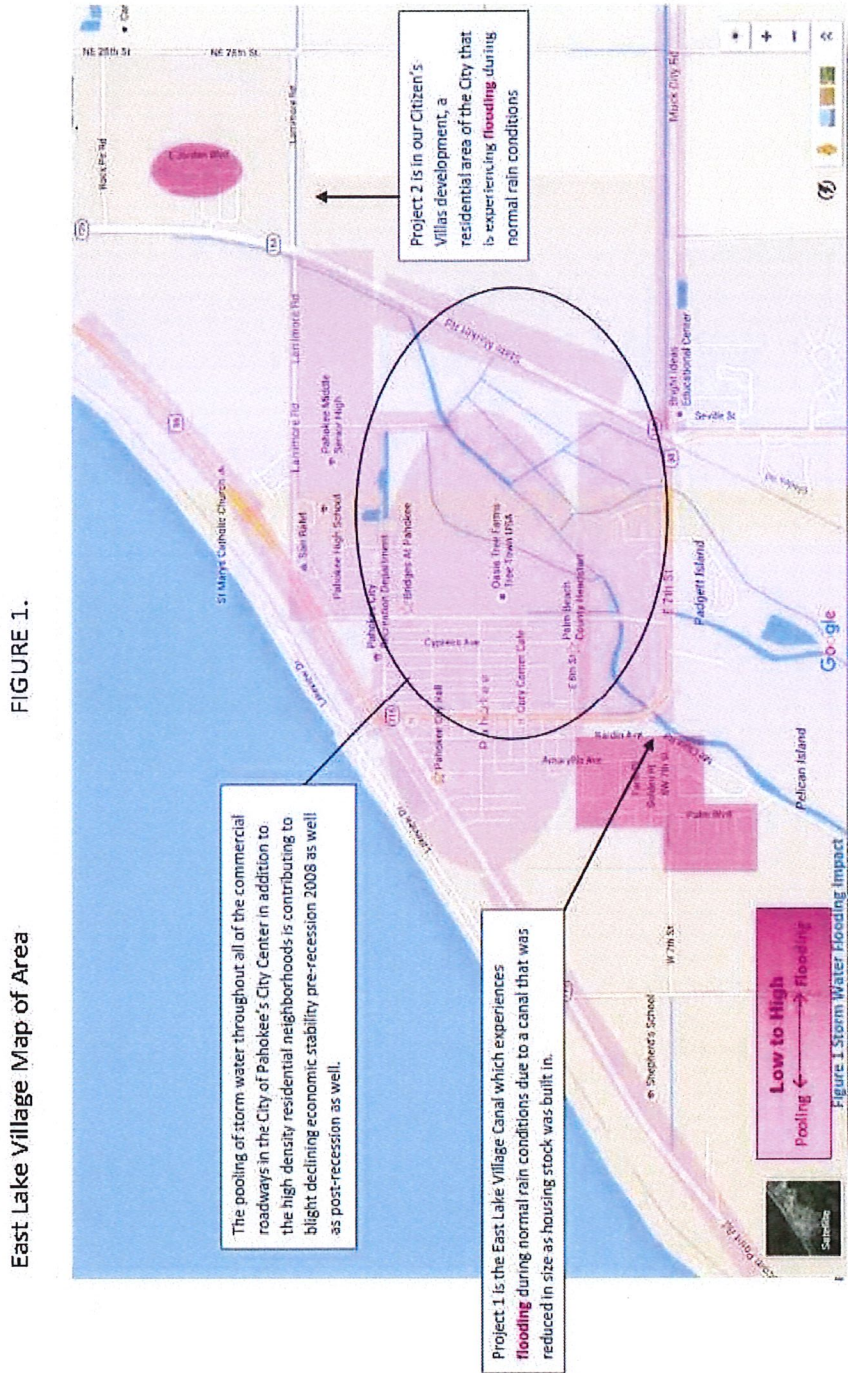
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Pre Design Study	Contractual Services	\$ 30,875	07/01/2017	4/30/2021
2	Design and Permitting	Contractual Services	\$ 30,875	07/01/2017	4/30/2021
3	Bidding and Contractor Selection	Contractual Services	\$ 30,875	07/01/2017	4/30/2021
4	Project Management	Contractual Services	\$ 30,875	07/01/2017	4/30/2021
5	Construction	Contractual Services	\$364,800	07/01/2017	4/30/2021
5	Construction	Supplies	\$261,700	07/01/2017	4/30/2021
Total:			\$750,000		

Note that, per paragraph 8.h of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1. Location Map and Site Plan



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-1

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Revised Progress Report Form**

DEP Agreement No.:	LP50113
Project Title:	Pahokee East Lake Village Stormwater Improvements
Grantee Name:	City of Pahokee
Grantee's Grant Manager:	Sophia Nelson
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Use the format provided below.

Task 1: Pre-Design Study

- Progress for this reporting period:
- Identify any delays or problems encountered:

Task 2: Design and Permitting

- Progress for this reporting period:
- Identify any delays or problems encountered:

Task 3: Bidding and Contractor Selection

- Progress for this reporting period:
- Identify any delays or problems encountered:

Task 4: Project Management

- Progress for this reporting period:
- Identify any delays or problems encountered:

Task 5: Construction

- Progress for this reporting period:
- Identify any delays or problems encountered:

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- Design (Plans/Submittal): 30% , 60% , 90% , 100%
- Permitting (Completed): Yes , No
- Construction (Estimated): ____%

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit D-1
Revised Payment Request Summary Form**

The **Revised Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.