

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	October 16, 2012	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Department of Economic Sustainability

I. EXECUTIVE BRIEF


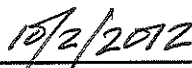
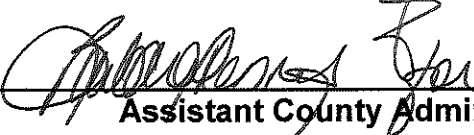

Motion and Title: Staff recommends motion to approve: an Agreement with the City of Pahokee in the amount of \$44,158 for the period October 1, 2012 to September 30, 2013.

Summary: The Palm Beach County Action Plan for Fiscal Year 2012-2013 approved by the Board of County Commissioners (BCC) on July 10, 2012 (R2012-0942), allocated \$44,158 in Community Development Block Grant (CDBG) funds to the City of Pahokee for code enforcement activities. CDBG funds will be used to pay the salary and benefits of a Code Compliance Clerk whose duties include reviewing code violation citations, preparing and mailing documents to code violators. **This funding is projected to create one and one-half (1.5) jobs and have a one (1) year Economic Sustainability Impact of \$106,812. These are Federal CDBG funds which require no local match.** (DES Contract Development) District 6 (TKF)

Background and Justification: DES staff reviewed funding applications, obtained clarification from applicants, determined eligibility and developed funding suggestions. Staff suggestions were then reviewed by the Funding Recommendation Committee which developed funding recommendations that were submitted for BCC approval. Each step in the process was undertaken at a public meeting. DES staff also reviewed applicants' program budgets to ensure that there is no duplication in the reimbursement of expenses from other County programs.

Attachments:

1. Agreement with the City of Pahokee with Exhibits A to E

Recommended By:		
	Department Director	Date
Approved By:		
	Assistant County Administrator	Date

I. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	\$44,158				
External Revenues	(\$44,158)				
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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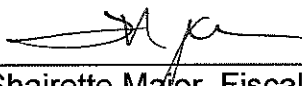
Is Item Included In Current Budget? Yes X No
Budget Account No.:

Fund 1101 Dept 143 Unit 1431 Object 8201/8101 Program Code/Period BGAD/GY12

B. Recommended Sources of Funds/Summary of Fiscal Impact:

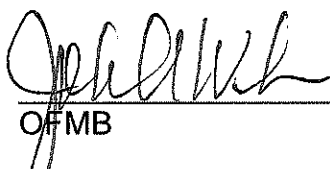
Approval of this agenda item will allocate \$44,158 in CDBG funds to the City of Pahokee for code enforcement activities.

C. Departmental Fiscal Review:


Shairette Major, Fiscal Manager I

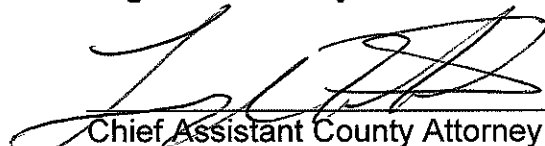
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


OFMB
10/3/12
10/4/12
10/13/12


Contract Development and Control
10-10-12
10/10/12

B. Legal Sufficiency:


Chief Assistant County Attorney
10/11/12

C. Other Department Review:

Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
THE CITY OF PAHOKEE**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program and **the City of Pahokee**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **207 Bacom Point Road, Pahokee, Florida**.

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

WHEREAS, **Palm Beach County** made available **\$44,158** in CDBG funds to **the City of Pahokee** to provide services to low and moderate income property owners within its Municipal boundaries consisting of code enforcement services to meet applicable housing and building codes.

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

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

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

PART I
DEFINITION AND PURPOSE

1. DEFINITIONS

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

2. PURPOSE

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

PART II
PROJECT SCOPE, ELIGIBLE ACTIVITIES, AND NATIONAL OBJECTIVE

1. SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks outlined in Exhibit "A" and submit invoices using the letterhead stationary in Exhibit "B", both of which are attached hereto and incorporated by reference.

2. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

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

PART III
COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Municipality agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement. Said services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **FORTY FOUR THOUSAND ONE HUNDRED FIFTY EIGHT DOLLARS (\$44,158)** for the period of October 1, 2012 through September 30, 2013. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the DES Director, at his discretion, up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Municipality and submitted to the DES Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. TIME OF PERFORMANCE

The effective date of this Agreement, and all rights and duties designated hereunder, are contingent upon the timely release of funds for this project by U.S. HUD under Grant Number B-12-UC-12-0004. The effective date shall be October 1, 2012 and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality by September 30, 2013.

3. METHOD OF PAYMENT

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

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

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

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in DES Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DES. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee.

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

(B) **FINANCIAL ACCOUNTABILITY**

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

(C) **SUBCONTRACTS**

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

(D) **PURCHASING**

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

(E) **REPORTS, AUDITS, AND EVALUATIONS**

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

(F) **ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS**

DES shall have the right under this Agreement to suspend or terminate

payments, if after being provided written notice, the Municipality does not comply with any additional conditions that may be imposed by DES, the County or U.S. HUD at any time.

(G) **PRIOR WRITTEN APPROVALS - SUMMARY**

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

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

(H) **PROGRAM-GENERATED INCOME**

The Municipality shall comply with the program income requirements imposed by CDBG and other applicable federal regulations. In all cases, accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference. All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be **reported and returned** to DES on a monthly basis.

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

The requirements of this Paragraph shall survive the expiration of this Agreement.

PART IV
GENERAL CONDITIONS

1. **OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE**

The Municipality agrees that no person shall on the grounds of race, color, disability, ancestry, national origin, religion, age, familial status, sex, sexual orientation, marital status, or gender identity and expression be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

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

2. **OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize

small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. **PROJECT BENEFICIARIES**

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

4. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

5. **EVALUATION AND MONITORING**

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES, and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions. **Due to the regulatory requirements, performance requirements as detailed in Exhibit "A" will be closely monitored by DES. Substandard performance, as determined by DES, will constitute noncompliance with this Agreement.**

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

6. **AUDITS AND INSPECTIONS**

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

If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the Provision of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds were expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined

by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

7. **REVERSION OF ASSETS**

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

8. **DATA BECOMES COUNTY PROPERTY**

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

9. **INDEMNIFICATION**

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

10. **INSURANCE**

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The Municipality agrees to maintain, or be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

11. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing

or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. **CONFLICT OF INTEREST**

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

13. **CITIZEN PARTICIPATION**

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

14. **RECOGNITION**

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES' support for all activities made possible with funds available under this Agreement.

15. **AGREEMENT DOCUMENTS**

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

- (A) This Agreement, including its Exhibits, which the County may revise from time to time;
- (B) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133;
- (C) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) The Drug-Free Workplace Act of 1988, as amended;
- (G) Florida Statutes, Chapter 112;
- (H) Palm Beach County Purchasing Ordinance;
- (I) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85;
- (J) The Municipality's Personnel Policies and Job Descriptions;
- (K) The Municipality's Articles of Incorporation and Bylaws;

- (L) The Municipality's Certificate of Insurance.

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

16. **REDUCTION IN FUNDING**

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

17. **TERMINATION AND SUSPENSION**

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

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

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

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

18. **SEVERABILITY OF PROVISIONS**

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

19. **AMENDMENTS**

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

either party unless in writing, approved by the Board of County Commissioners, and signed by both parties.

20. **PROJECT REPRESENTATIVE**

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

21. **INDEPENDENT AGENT AND EMPLOYEES**

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

22. **NO FORFEITURE**

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

23. **PUBLIC ENTITY CRIMES**

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

24. **DRUG - FREE WORKPLACE**

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

25. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

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

26. **COUNTERPARTS OF THIS AGREEMENT**

This Agreement, consisting of eighteen (18) enumerated pages including the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.


27. **ENTIRE UNDERSTANDING**

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

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

(MUNICIPAL SEAL)

THE CITY OF PAHOKEE

By: 
J.P. Sasser, Mayor

By: 
Anika Sinclair, City Clerk

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk and Comptroller

By: _____
Shelley Vana, Chair
Board of County Commissioners

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Tammy K. Fields
Chief Assistant County Attorney

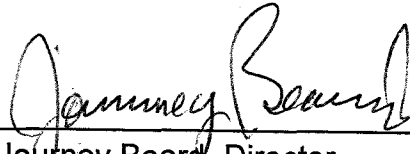
By: 
Journey Beard, Director
Contract Development and Quality Control

EXHIBIT "A"**WORK PROGRAM NARRATIVE****1. THE MUNICIPALITY AGREES TO:**

- A. **SCOPE OF WORK:** The Municipality shall utilize CDBG funds to fund costs associated with the carrying out of code enforcement activities within the Municipality. Specifically, CDBG funds will be used to pay the salary and benefits of one (1) Code Compliance Clerk III (hereinafter referred to as "Clerk"), whose duties shall include, among other things, reviewing code violation citations, preparing and mailing documents to code violators, and addressing public complaints regarding citations received.
- B. **CODE COMPLIANCE CLERK:** As described above, the Municipality shall employ a Clerk in connection with this Agreement. The Clerk shall be able to carry out the tasks described herein and shall demonstrate the qualifications that enable him/her to do so. The Clerk shall, at a minimum, evaluate documentation of code violations, package and mail documents to code violators, prepare for hearings before a Special Master, and address public complaints regarding citations received.

As a prerequisite to submitting reimbursement requests to DES, the Municipality shall submit the following documents:

- Documentation demonstrating that the position of the Clerk (if such position was filled as a new position as a result of this Agreement) was competitively solicited prior to the Clerk's appointment to the position, and demonstrate that the opening for this position was advertised in a public forum in order to elicit applications from all prospective applicants.
 - Documentation showing the annual or hourly salary paid for the position of the Clerk.
 - Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individual is entitled).
 - List of all paid holidays.
- C. **REPORTS:** The Municipality shall maintain and submit to DES the following reports:

- (1) **Daily Activity Record** (attached as Exhibit "C" and incorporated by reference) shall be submitted to DES by the 10th day of each month, and shall document the actual number and description of the code enforcement activities performed. In addition, the Municipality shall specifically identify those activities which are conducted within the City of Pahokee CDBG Target Area, defined as the area contained within the following boundaries:

East: S. Barfield Highway and unincorporated Palm Beach County
 West: Dahlia Avenue, Bacom Point Road and Lake Okeechobee
 North: E. 1st Street and unincorporated Palm Beach County
 South: Dr Martin Luther King, Jr., W. 7th Street and Palm Beach County

- (2) **Detailed Monthly Narrative Report** (attached as Exhibit "D" and incorporated by reference) shall be submitted to DES by the 10th day of each month, outlining the status of specific activities identified the Scope of Work. The **Detailed Monthly Narrative Report** shall be mainly in the form of a narrative and shall include a summary of activities for the month, including but not limited to, expenditure summary, constraints, and goal comparisons for all indicators referenced above.

Section B.2. of the **Detailed Monthly Narrative Report**, shall detail all program income received by the Municipality that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504 and as described herein.

D. **PROJECT BUDGET:** The Municipality shall utilize funds provided under this Agreement to pay for salaries and benefits listed under the CDBG Budget, (attached as Exhibit "E" and incorporated by reference). Specifically, funds shall be used for salary and benefits for the Clerk. The Municipality attests to the accurate completion of Exhibit "E", especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and shall promptly inform and obtain approval by the County of any changes to this budget.

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

- (1) Expend at least 45% (\$19,871.10) of the total funding allocation by March 30, 2013; and
- (2) Expend the remaining 55% (\$24,286.90) of the total funding allocation by September 30, 2013.

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

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

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

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

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

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

2. THE COUNTY AGREES TO:

- A. Reimburse the Municipality an amount not to exceed **\$44,158** for the salary and benefits of a Code Enforcement Clerk III as delineated in the budget below:

Code Compliance Clerk III
(2080 Hours at a rate of \$16.8000)

Regular Salary	\$34,944.00
FICA (7.6%)	\$ 2,673.22
Retirement	\$ 1,747.20
Health/Life Insurance	\$ 4,401.72
Workers Comp	\$ 94.35
<u>Overtime and Associated FICA</u>	<u>\$ 297.52</u>
Total	\$44,158.00

NOTE: DES may adjust amounts located within the above budget line items, provided that the total amount paid to the Municipality does not exceed **\$44,158**.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT "B"

COVER SHEET

LETTERHEAD STATIONERY

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

FROM: City of Pahokee

Telephone: _____

SUBJECT: INVOICE REIMBURSEMENT – R-20__ - ____

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

Approved for Submission

Date

EXHIBIT "C"**DAILY ACTIVITY RECORD**

Period covered by this reimbursement request _____

Page _____ of _____

DATE	DESCRIPTION OF CODE ENFORCEMENT ACTIVITY/WORK PERFORMED	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITIES	IS ADDRESS WITHIN CDBG TARGET AREA

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

(Signature)_____
(Printed Name and Title)_____
(Date)

EXHIBIT "D"**DETAILED MONTHLY NARRATIVE REPORT****A. AGREEMENT INFORMATION****AGREEMENT NUMBER:** R20__ - _____ **Month Covered:** _____

Municipality: City of Pahokee

Address:

Person Preparing Report:

Signature and Title:

Contract Effective Dates:

B.1. CONTRACT FUNDING

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

Detailed expenditures for the period:

B.2. DECLARATION OF PROGRAM INCOME:

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

	<u>Received This Period</u>	<u>Received To Date</u>
Program Income:	\$ _____	\$ _____

Source of Program Income:

B.3. DESCRIBE ANY ATTEMPTS TO SECURE ADDITIONAL FUNDING:**A. HIGHLIGHTS OF THE PERIOD:**

B. ACTIVITIES #BENEFICIARIES BENEFICIARIES CONTRACT GOAL
 THIS PERIOD YTD

C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN
 OPERATION:

D. PROBLEMS/CONSTRAINTS:

E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

EXHIBIT "E"
Project Budget

ORGANIZATION: CITY OF PAHOKEE PROGRAM: Code Compliance FY 2012-13 PALM BEACH COUNTY CDBG					CONTACT NAME: Erica Redmon TITLE: Community Development/ Grants Specialist PHONE: 561-924-5534 x27									
A. PERSONNEL EXPENSES														
Salaries:														
	FTE	Annual Salary	% Alloc to Program	CDBG Funding	% Alloc to Program	ESGP Funding	% Alloc to Program	FAA Funding	Indirect County Funding	% Alloc to Program	Other Funding (City of Pahokee)	% Alloc to Program	Other Funding (Please Specify)	Total
Code Compliance Clerk III	1	\$34,944.00	100%	\$34,944	100%	\$0		\$0	\$0		\$0.00	100%	\$0	\$34,944
	1	\$34,944.00	100%	\$34,944.00	100%	\$0		\$0	\$0		\$0.00	100%	\$0	\$34,944
Fringe Benefits:														
Life Insurance				\$4,402	100%	\$0		\$0	\$0		\$0	0%	\$0	\$4,402
Retirement				\$1,747	100%	\$0		\$0	\$0		\$0	0%	\$0	\$1,747
Worker's Compensation				\$94	100%	\$0		\$0	\$0		\$0	0%	\$0	\$94
FICA				\$2,673	100%	\$0		\$0	\$0		\$0	0%	\$0	\$2,673
Overtime and associated FICA				\$298	100%	\$0		\$0	\$0		\$0	0%	\$0	\$298
				\$9,214		\$0		\$0	\$0		\$0		\$0	\$9,214
Sub-Total Personnel				\$44,158		\$0		\$0	\$0		\$0		\$0	\$44,158
B. OPERATING COSTS														
1 Professional Fees														
		Audit Fees		\$0		\$0		\$0	\$0		\$0	100%	\$0	\$0
		Other		\$0		\$0		\$0	\$0		\$0	100%	\$0	\$0
2 Insurance				\$0		\$0		\$0	\$0		\$0	100%	\$0	\$0
3 Supplies				\$0		\$0		\$0	\$0		\$0	100%	\$0	\$0
4 Communications/Postage/Shipping				\$0		\$0		\$0	\$0		\$0	100%	\$0	\$0
5 Promotion/Other				\$0		\$0		\$0	\$0		\$0	100%	\$0	\$0
6 Repairs				\$0		\$0		\$0	\$0		\$0	100%	\$0	\$0
Subtotal Operating Costs				\$0		\$0		\$0	\$0		\$0		\$0	\$0
C. ADMINISTRATIVE COSTS														
				\$0		\$0		\$0	\$0		\$0		\$0	\$0
TOTAL PROGRAM BUDGET				\$44,158		\$0		\$0	\$0		\$0		\$0	\$44,158



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Patti Dirmyer	
World Risk Management, LLC	PHONE (A/C, No. Ext): (407) 445-2414	
141 Terra Mango Loop	FAX (A/C, No): (407) 445-2868	
Ste A	E-MAIL ADDRESS: patti_dirmyer@wrmlc.com	
Orlando FL 32835	PRODUCER CUSTOMER ID #: 00000039	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
City of Pahokee	INSURER A: PRM/One Beacon Ins	21970
207 Bacom Point Road	INSURER B: PRM/Tower Ins Co	44300
Pahokee FL 33746-1861	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1072300331

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PRM 09-012	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
						MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO		PRM 09-012	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	PRM 09-012	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Physical Damage		PRM 09-012	10/1/2011	10/1/2012	Comp \$1000 Ded.
						Coll \$1000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

With respects to the listed coverages held by the named insured, as evidence of insurance, herein required by written contract.

Palm Beach Co BOCC, a political subdivision of the state of Florida, its officers, employees & agents c/o Dept of Housing & Community Development.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County BOCC
301 North Olive Ave
West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrew Cooper/PATTI

ACORD 25 (2009/09)

INS025 (200909)

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RESOLUTION 2012 - 46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT WITH PALM BEACH COUNTY FOR CDBG FUNDS IN THE AMOUNT OF \$44,158 FOR CODE ENFORCEMENT SERVICES.

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

WHEREAS, Palm Beach County made available \$44,158 to City of Pahokee to provide services to low and moderate income property owners; and

WHEREAS, Palm Beach County desires to engage the City of Pahokee to implement such undertakings of the Community Development Block Grant Program.

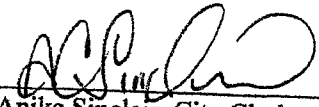
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, THAT:


Section 1. The term of this agreement shall be effective October 1, 2012 through September 30, 2013.

Section 2. The Mayor is hereby authorized and directed to execute the attached Interlocal Agreement with Palm Beach County.

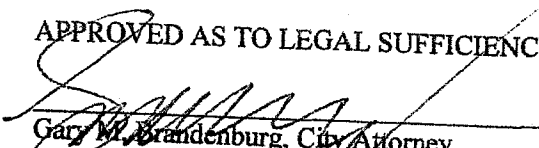
PASSED AND ADOPTED this 25th day of September, 2012.

ATTESTED:


Anika Sinclair, City Clerk


J.P. Sasser, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:


Gary M. Brandenburg, City Attorney

Mayor Sasser
Vice Mayor Babb
Commissioner Biggs
Commissioner Hill
Commissioner Walker

yes
yes
yes
yes
yes

PART I
CHARTER*

Article I. Corporate Existence, Form of Government, Boundary, and Power

- Sec. 1.01. Corporate existence, form of government, and Charter.
- Sec. 1.02. Description of corporate boundary.
- Sec. 1.03. General powers of the city.
- Sec. 1.04. Construction.

Article II. City Commission

- Sec. 2.01. Composition.
- Sec. 2.02. Terms.
- Sec. 2.03. Compensation.
- Sec. 2.04. Mayor-commissioner and vice-mayor.
- Sec. 2.05. General powers of the city.
- Sec. 2.06. Commission-employee relationship.
- Sec. 2.07. Vacancies, filling of vacancies.
- Sec. 2.08. Meetings.

Article III. Charter Officers

- Sec. 3.01. Designation.
- Sec. 3.02. Appointment.
- Sec. 3.03. Removal.
- Sec. 3.04. City manager; powers and duties.
- Sec. 3.05. City clerk; powers and duties.
- Sec. 3.06. City attorney; powers and duties.

Article IV. Elections

- Sec. 4.01. Nonpartisan elections.
- Sec. 4.02. Qualifying.
- Sec. 4.03. Form of ballots.
- Sec. 4.04. Conduct of elections.
- Sec. 4.05. City canvassing board.

Article V. General Provisions

- Sec. 5.01. Charter review.
- Sec. 5.02. Oath of officers.
- Sec. 5.03. Limitation on employment of commissioners.

Article VI. Transition Schedule

- Sec. 6.01. Repeal of former Charter provisions.
- Sec. 6.02. Ordinances preserved.
- Sec. 6.03. Continuation in office.
- Sec. 6.04. Pending matters.
- [Sec. 6.05. Reserved.]
- Sec. 6.06. Effective date.

***Editor's note**—Set out in Part I is the Home Rule Charter of the city as adopted by Ordinance No. 88-1 on January 12, 1988, and ratified by an election held on February 9, 1988. Obvious typographical errors and misspellings have been corrected. Other changes made for clarity are indicated by brackets.

ARTICLE I. CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY, AND POWER

Section 1.01. Corporate existence, form of government, and Charter.

The City of Pahokee in Palm Beach County, Florida, which was created by the Florida Legislature, shall continue as a municipal corporation with a commission-manager form of government and with this document as the Charter for the city.

Section 1.02. Description of corporate boundary.

The area described in appendix A of this Charter shall constitute the corporate boundary of the City of Pahokee, Florida.
(Ord. No. 2003-6, §§ 1, 2, 6-24-03)

Section 1.03. General powers of the city.

The city has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as expressly prohibited by law or this Charter.

Section 1.04. Construction.

The powers of the city shall be construed liberally in favor of the city, limited only by the constitution, general and special law, and specific limitations in this Charter.

ARTICLE II. CITY COMMISSION

Section 2.01. Composition.

There shall be a city commission consisting of a mayor-commissioner and four (4) commissioners. All members shall be elected at large by the electors of the city. Only qualified electors of the city shall be eligible to be members of the city commission.

Section 2.02. Terms.

The terms of all members of the city commission are two (2) years.

Section 2.03. Compensation.

The salary and other compensation of the mayor-commissioner and the other commissioners shall be set by ordinance; however, no increase in salary may benefit any incumbent mayor-commissioner or commissioner during his current term of office.

Section 2.04. Mayor-commissioner and vice-mayor.

(a) *Duties.* The mayor-commissioner shall preside at meetings of the commission and shall be recognized as the head of the city government for service of process, ceremonial matters, and execution of contracts, deeds, and other documents. The mayor-commissioner may be referred to as the "mayor." The mayor shall have no administrative duties. The mayor has the right to vote on all matters coming before the commission.

(b) *Selection of vice-mayor.* At the first meeting following the annual election in each year beginning in 1988 the city commission shall elect from the sitting commissioners a vice-mayor.

(c) *Absences.* The vice-mayor shall act as mayor during the absence or disability of the mayor. If a vacancy occurs or exists in the office of mayor the vice-mayor shall become mayor for the completion of the unexpired term of the former mayor and shall also serve his regular term as a commissioner. In the temporary absence of the mayor and vice-mayor the remaining commissioners shall select a mayor pro tempore. In the event that there is neither a mayor nor a vice-mayor sitting on the commission, the commissioners shall select a mayor to serve in that capacity until the next election. A vice-mayor designate may refuse such office or once in office may resign from such office and remain on the commission as a member during his term.

Section 2.05. General powers of the city.

All powers of the city shall be vested in the city commission except those powers specifically given to the Charter officers or specifically reserved by this Charter to the electors of the city.