

5C-1

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 9, 2016 [] Consent [X] Regular
[] Public Hearing
Department: Planning, Zoning & Building
Submitted By: Planning, Zoning & Building
Submitted For: Code Enforcement Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve** a one year funding Agreement in the amount of \$108,278 for code enforcement services within the City of Belle Glade.
- B) **approve** a one year funding Agreement in the amount of \$66,465 for code enforcement services within the City of Pahokee.
- C) **approve** a one year funding Agreement in the amount of \$51,474 for code enforcement services within the City of South Bay.
- D) **approve** a budget transfer in the amount of \$226,217 from contingency reserves to fund these associated contracts for code enforcement services in the Glades.

Summary: These Agreements will provide for one additional code enforcement officer within the cities of Belle Glade, Pahokee and South Bay, respectively, for a period of one year. The Belle Glade Agreement will also provide for one code enforcement vehicle lease for a period of one year. The Pahokee and South Bay Agreements will also fund the purchase of code enforcement software systems that will increase the future efficiencies of the cities' code enforcement programs. District 6 (SF)

Background and Policy Issues: During a budget hearing held on September 21, 2015, the Board of County Commissioners (BCC) discussed providing funding for additional code enforcement services within the cities of Belle Glade, Pahokee and South Bay and directed staff to bring back agreements for BCC approval. These Agreements will supplement Community Development Block Grant funds provided to the cities by the County and are intended to provide additional code enforcement services within the cities and not to substitute or replace existing or previously budgeted funding for code enforcement services or activities.

Attachments:

- 1. Funding Agreement with the City of Belle Glade
- 2. Funding Agreement with the City of Pahokee
- 3. Funding Agreement with the City of South Bay
- 4. Budget Transfer

Recommended by: Rebecca L. Caldwell 1/29/16
Department Director Date
Approved by: W. Baker 2/8/16
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>226,217</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>226,217</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X _____

Budget Account No.: Fund 0001 Department 820 Unit 9900 Object 9901

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds will be transferred from contingency reserves and result in a reduction to this account by the amount listed above. Any unused funds will be transferred back to contingency reserves.

C. Departmental Fiscal Review: Pat D'Agostino

III. REVIEW COMMENTS

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

[Signature]
AP 20
129 21 OFMB #211

[Signature] 2/15/16
 Contract Development and Control

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
BELLE GLADE
FOR
CODE ENFORCEMENT SERVICES**

THIS AGREEMENT, entered into on this _____ day of _____ 2016, by and between **Palm Beach County**, a political subdivision of the State of Florida (“COUNTY”) and **the City of Belle Glade**, a municipality duly organized and existing by virtue of the laws of the State of Florida (“CITY”), (hereinafter referred to collectively as “the Parties”).

WITNESSETH

WHEREAS, to improve the health, safety and welfare of the residents of and visitors to CITY and COUNTY, CITY and COUNTY wish to work together to improve the code enforcement services provided by CITY within its borders; and

WHEREAS, COUNTY has budgeted \$108,278 to fund one additional code enforcement officer within CITY and one additional vehicle lease for such officer for a period of one year; and

WHEREAS, having an additional code enforcement officer within CITY will improve code enforcement services within CITY and benefit the residents of and visitors to CITY and COUNTY; and

WHEREAS, COUNTY wishes to provide funds to CITY to be used for improved code enforcement services within CITY as more specifically described in this Agreement.

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

1. **PURPOSE**

The purpose of this Agreement is for COUNTY to provide funding to CITY for one code enforcement officer’s annual salary and one vehicle lease for use by said officer for a period of one year.

2. **SCOPE OF SERVICES**

CITY shall, in a satisfactory and proper manner as determined by COUNTY, hire one code enforcement officer who meets the qualifications provided in the Scope of Services attached hereto as Exhibit “A” to provide code enforcement services as more specifically set forth in Exhibit “A”.

3. **TERM**

This Agreement shall commence upon execution by both Parties and shall terminate upon receipt of CITY’s final **Daily Activity Record** and **Detailed Monthly Narrative Report**, unless terminated as otherwise provided herein. After expiration of this Agreement, funding for the code enforcement officer and vehicle lease provided for under this Agreement shall be the sole responsibility of CITY.

4. **COUNTY RESPONSIBILITIES**

Upon execution of this Agreement, COUNTY will provide funds in the amount of \$108,278 to be used by CITY as provided herein.

5. **MONITORING OF COMPLIANCE**

COUNTY is authorized to monitor CITY at any time during the term of this Agreement to ensure compliance with the Agreement, ensure that all activities required in the Scope of Services are carried out in a timely and proper manner and verify the accuracy of all reporting and documentation received from CITY. COUNTY may provide inspections of City code enforcement offices and documents and may meet with personnel on a scheduled or unscheduled basis to assess compliance with this Agreement.

6. **MAXIMUM COMPENSATION**

6. **MAXIMUM COMPENSATION**

CITY agrees to accept as full payment for eligible services rendered pursuant to this Agreement the amount provided by COUNTY pursuant to paragraph 4 of this Agreement. The provision of funding pursuant to this Agreement does not obligate COUNTY to provide additional funds to CITY for future code enforcement services.

Any funds not expended by CITY in accordance with this Agreement by the expiration date of this Agreement shall automatically revert to COUNTY.

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

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

CITY shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes.

Should CITY receive additional funding for code enforcement services during the term of this Agreement, CITY shall use such funding for the provision of additional code enforcement services.

(B) **FINANCIAL ACCOUNTABILITY**

COUNTY may have a financial system analysis and/or an audit of CITY or of any of its subcontractors by an independent auditing firm employed by COUNTY or by COUNTY Internal Audit Department at any time COUNTY deems necessary to determine the capability of CITY to fiscally manage the Scope of Services 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 Executive Director of the Palm Beach County Planning, Zoning and Building Department (the "Executive 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 CITY to the Executive Director or designee and approved by the Executive Director or designee 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.

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

The following, among others, require the prior written approval of the Executive 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 activities described in Exhibit "A"; and
- (vi) All rates of pay and pay increases paid from Agreement funds, whether for merit or cost of living.

(F) **PROGRAM-GENERATED INCOME**

All income earned by CITY from activities financed, in whole or in part, by funds provided hereunder shall be used for the benefit of CITY's code enforcement program.

8. **CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY**

CITY acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that COUNTY shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with COUNTY's requirements as contained in Resolution R2014-1421, CITY has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

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

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

To the greatest extent feasible, lower-income residents of CITY or surrounding 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 said areas shall be awarded contracts in connection with this Agreement.

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

10. **EVALUATION AND MONITORING**

CITY agrees that COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by COUNTY and that continuation of this Agreement is dependent upon satisfactory evaluation conclusions. **Substandard performance, as determined by COUNTY, will constitute noncompliance with this Agreement and may result in termination.**

Upon request, CITY agrees to furnish copies of transcriptions of such records and information as determined necessary by COUNTY. CITY shall submit status reports required under this Agreement on forms approved by COUNTY to enable COUNTY to evaluate progress. CITY shall provide information as requested by COUNTY in a timely manner. CITY shall allow COUNTY to monitor CITY. Such on-site visits may be scheduled or unscheduled as determined by COUNTY.

11. **REVERSION OF ASSETS**

Upon expiration of this Agreement, CITY shall transfer to COUNTY any Agreement funds on hand at the time of expiration.

12. **INDEMNIFICATION**

CITY shall protect, defend, reimburse, indemnify and hold 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 CITY. CITY's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law.

13. **INSURANCE**

Without waiving the right to sovereign immunity as provided by s. 768.28, F.S., CITY 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 CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self insurance under s. 768.28, F.S., CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

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

When requested, CITY 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 CITY of its liability and obligations under this Agreement.

14. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of CITY's code enforcement services. This Agreement is not intended to substitute or replace existing or previously budgeted funding for code enforcement services or activities of CITY. CITY agrees to maintain the level of activities and expenditures, planned or existing, in addition to that provided for under this Agreement.

15. **CONFLICT OF INTEREST**

CITY shall ensure that no person who presently exercises any functions or responsibilities in connection with this Agreement 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 CITY. Any possible conflict of interest on the part of CITY or its employees shall be disclosed in writing to COUNTY, provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the City and surrounding area.

16. **RECOGNITION**

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

17. **TERMINATION**

(A) **TERMINATION FOR CAUSE**

If, through any cause, CITY shall fail to fulfill in a timely and proper manner its obligations under this Agreement or shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement, in whole or part, by giving written notice to CITY of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, CITY shall within 45 days of termination reimburse to COUNTY all Agreement funds in the possession of CITY not expended upon 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 sixty (60) working days written notice to the other party. Upon early termination, CITY shall within 45

days of termination reimburse to COUNTY all Agreement funds in the possession of CITY not expended upon 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**

None of the provisions, terms, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

20. **PROJECT REPRESENTATIVE**

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

21. **INDEPENDENT AGENT AND EMPLOYEES**

CITY is, and shall be, in the performance of all services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of COUNTY. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to CITY'S sole direction, supervision, and control. CITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CITY'S relationship and the relationship of its employees to COUNTY shall be that of an Independent Contractor and not as employees or agents of COUNTY. Neither City nor its employees or agents have the power or authority to bind COUNTY in any promise, agreement or representation.

22. **WAIVER**

It is hereby agreed to by the Parties that no waiver of a breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provisions of this Agreement. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

23. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CITY 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**

CITY 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 CITY, 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. **EXCLUSION OF THIRD PARTY BENEFICIARIES**

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

27. **INCORPORATION BE REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

28. **ENFORCEMENT COSTS**

Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties provided, however, that this clause pertains only to the Parties to this Agreement.

29. **REMEDIES**

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

30. **CAPTIONS**

The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

31. **CONSTRUCTION**

No party shall be considered the author of this Agreement since the Parties hereto have participated in drafting this document to arrive at this final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

32. **FILING**

Pursuant to Section 163.01(11), F.S., a copy of this Agreement and any amendments hereto shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

33. **NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to COUNTY, notices shall be addressed to:

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

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

34. **SURVIVAL OF TERMS**

The requirements of Paragraphs 7, 11, 12, 18, and 26 shall survive the expiration or earlier termination of this Agreement.

35. **RECITALS**

The recitals set forth in the whereas clauses herein are true and correct and are hereby incorporated herein by reference as if fully set forth herein.

36. **ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior agreements, if any, between the Parties hereto and constitute 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.

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Mayor of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of Belle Glade has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its Clerk, the date and year first above written.

(MUNICIPAL SEAL)

CITY OF BELLE GLADE

By: _____
Steve B. Wilson, Mayor

By: _____
Lomax Harrelle, City Manager

(COUNTY SEAL BELOW)

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

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Mary Lou Berger, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions by
Planning, Zoning and Building

By: _____
Shannon Fox
Assistant County Attorney

By: _____
Rebecca D. Caldwell
Executive Director

EXHIBIT "A"
SCOPE OF SERVICES

1. **CITY AGREES TO:**

- A. **SCOPE OF WORK:** CITY shall utilize county funds to carry out code enforcement activities within CITY. Specifically, COUNTY funds will be used to pay all or a portion of the salary and benefits for one (1) Code Enforcement Officer (hereinafter referred to as "Officer"), for a period of one year, whose duties shall include, among other things:
- Researching applicable codes;
 - Performing on-site inspections of buildings and properties to ensure compliance with all applicable codes;
 - Performing on-site inspections of businesses to ensure proper licensing and compliance with all applicable codes;
 - Responding to complaints regarding code violations;
 - Taking action, including but not limited to, issuing citations or notices of violation to ensure code compliance when violations are identified;
 - Documenting all investigative and enforcement actions;
 - Communicating in a professional manner with complainants and violators;
 - Working with other departments and agencies such as building and zoning officials to research and document alleged violations; and
 - Preparing for hearings and presenting testimony regarding violations at hearings before a Special Magistrate or Judge.
- B. **CODE ENFORCEMENT OFFICER:** As indicated above, CITY shall employ one Officer in connection with this Agreement. The Officer must be able to carry out the tasks described within this Agreement and be able to demonstrate the qualifications that enable him/her to do so. It is preferred that such officer have a minimum of two years of experience as a code enforcement officer or in a trade requiring knowledge of building and zoning codes and a Level I Florida Association of Code Enforcement (FACE) Certification.
- C. **CODE ENFORCEMENT OFFICER JOB RESPONSIBILITIES:** The Officer shall, at a minimum have the ability to investigate complaints, perform onsite inspections to ensure compliance with all applicable codes, research codes, evaluate documentation of code violations, coordinate with other agencies and officials such as building and zoning officials, prepare and serve documents and notices upon code violators, prepare evidence for and testify at hearings before a Special Magistrate and communicate in a professional manner with alleged code violators and members of the public.
- D. **REPORTS AND DOCUMENTATION:**
Upon execution of this Agreement or as soon as practical thereafter, CITY shall submit the following documents:
- Documentation demonstrating that the position of the Officer (if such position was filled as new position as a result of this Agreement) was competitively solicited prior to an Officer's appointment to the position and documenting that the opening for the position was advertised in a public forum in order to elicit applications from all prospective applicants.
 - Documentation showing the annual or hourly salary paid for the position of the Officer.
 - Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individuals are entitled).
 - List of all paid holidays.

CITY shall maintain and submit to COUNTY the following reports:

(1) A **Daily Activity Record** (attached as Exhibit "B" and incorporated by reference) shall be submitted to COUNTY by the 10th day of each month following the month when such activity was recorded (for example, activities performed in January will be detailed in the **Daily Activity Record** due February 10th), and shall document the actual number and description of the code enforcement activities performed. In addition, CITY shall specifically identify those activities which are conducted within the following target areas:

East: East Canal Street South
West: Southwest 12th Avenue and Northwest 10th Avenue
North: Northwest Avenue D
South: Martin Luther King, Jr. Boulevard

Along with the **Daily Activity Record**, CITY shall submit:

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

(2) A **Detailed Monthly Narrative Report** shall be submitted to COUNTY by the 10th day of each month following the month when such activity was performed, outlining the status of specific activities identified the Scope of Services. 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.

E. **PROJECT BUDGET:** CITY shall utilize funds provided under this Agreement to pay for salaries and benefits listed under the Agreement. Specifically, funds shall be used for payment of salary and benefits for one Officer and one vehicle lease for a period of one year, as provided below:

(1) One Officer salary	\$30,895
(2) Officer benefits	\$13,491
(3) Expenses	\$8,423
(4) One additional Vehicle lease	\$3,600
	<hr/>
	\$108,684

EXHIBIT "B"
DAILY ACTIVITY RECORD

Period covered by this report _____

Page _____ of _____

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

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence per Agreement with COUNTY. I further acknowledge that all information herein is subject to verification by COUNTY.

(Signature)

(Printed Name and Title)

(Date)

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**AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
PAHOKEE
FOR
CODE ENFORCEMENT SERVICES**

THIS AGREEMENT, entered into on this _____ day of _____ 2016, by and between **Palm Beach County**, a political subdivision of the State of Florida (“**COUNTY**”) and **the City of Pahokee**, a municipality duly organized and existing by virtue of the laws of the State of Florida (“**CITY**”), (hereinafter referred to collectively as “the Parties”).

WITNESSETH

WHEREAS, to improve the health, safety and welfare of the residents of and visitors to CITY and COUNTY, CITY and COUNTY wish to work together to improve the code enforcement services provided by CITY within its borders; and

WHEREAS, COUNTY has budgeted \$66,465 to fund one additional code enforcement officer within CITY for a period of one year and a software program to improve the efficiencies of CITY’S code enforcement program; and

WHEREAS, having an additional code enforcement officer within CITY and a more efficient software system will improve code enforcement services within CITY and benefit the residents of and visitors to CITY and COUNTY; and

WHEREAS, COUNTY wishes to provide funds to CITY to be used for improved code enforcement services within CITY as more specifically described in this Agreement.

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

1. **PURPOSE**
The purpose of this Agreement is for COUNTY to provide funding to CITY for one code enforcement officer’s annual salary and for a software program to be used by code enforcement officers.
2. **SCOPE OF SERVICES**
CITY shall, in a satisfactory and proper manner as determined by COUNTY, hire one code enforcement officer who meets the qualifications provided in the Scope of Services attached hereto as Exhibit “A” to provide code enforcement services as more specifically set forth in Exhibit “A”. In addition, CITY shall use \$3,000 of the funds provided by COUNTY to purchase a software program for use by CITY’S code enforcement officers.
3. **TERM**
This Agreement shall commence upon execution by both Parties and shall terminate upon receipt of CITY’s final **Daily Activity Record** and **Detailed Monthly Narrative Report**, unless terminated as otherwise provided herein. After expiration of this Agreement, funding for the code enforcement officer or additional software shall be the sole responsibility of CITY.
4. **COUNTY RESPONSIBILITIES**
Upon execution of this Agreement, COUNTY will provide funds in the amount of \$66,465 to be used by CITY as provided herein.
5. **MONITORING OF COMPLIANCE**
COUNTY is authorized to monitor CITY at any time during the term of this Agreement to ensure compliance with the Agreement, ensure that all activities required in the Scope of Services are carried out in a timely and proper manner and verify the accuracy of all reporting and documentation received from CITY. COUNTY may provide inspections of City code enforcement offices and documents

and may meet with personnel on a scheduled or unscheduled basis to assess compliance with this Agreement.

6. **MAXIMUM COMPENSATION**

CITY agrees to accept as full payment for eligible services rendered pursuant to this Agreement the amount provided by COUNTY pursuant to paragraph 4 of this Agreement. The provision of funding pursuant to this Agreement does not obligate COUNTY to provide additional funds to CITY for future code enforcement services.

Any funds not expended by CITY in accordance with this Agreement by the expiration date of this Agreement shall automatically revert to COUNTY.

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

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

CITY shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes.

Should CITY receive additional funding for code enforcement services during the term of this Agreement, CITY shall use such funding for the provision of additional code enforcement services.

(B) **FINANCIAL ACCOUNTABILITY**

COUNTY may have a financial system analysis and/or an audit of CITY or of any of its subcontractors by an independent auditing firm employed by COUNTY or by COUNTY Internal Audit Department at any time COUNTY deems necessary to determine the capability of CITY to fiscally manage the Scope of Services 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 Executive Director of the Palm Beach County Planning, Zoning and Building Department (the "Executive 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 CITY to the Executive Director or designee and approved by the Executive Director or designee prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

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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.

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

- (i) All subcontracts and agreements pursuant to this Agreement;
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- (iii) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
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- (vi) All rates of pay and pay increases paid from Agreement funds, whether for merit or cost of living.

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All income earned by CITY from activities financed, in whole or in part, by funds provided hereunder shall be used for the benefit of CITY's code

enforcement program.

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CITY acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that COUNTY shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with COUNTY's requirements as contained in Resolution R2014-1421, CITY has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

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

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

To the greatest extent feasible, lower-income residents of CITY or surrounding 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 said areas shall be awarded contracts in connection with this Agreement.

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

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CITY agrees that COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by COUNTY and that continuation of this Agreement is dependent upon satisfactory evaluation conclusions. **Substandard performance, as determined by COUNTY, will constitute noncompliance with this Agreement and may result in termination.**

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arising during performance of the terms of this Agreement or due to the acts or omissions of CITY. CITY's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law.

13. **INSURANCE**

Without waiving the right to sovereign immunity as provided by s. 768.28, F.S., CITY 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 CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self insurance under s. 768.28, F.S., CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

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

When requested, CITY 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 CITY of its liability and obligations under this Agreement.

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CITY shall ensure that no person who presently exercises any functions or responsibilities in connection with this Agreement 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 CITY. Any possible conflict of interest on the part of CITY or its employees shall be disclosed in writing to COUNTY, provided, however, that this paragraph shall be interpreted in such a manner so as to not to unreasonably impede the requirement that maximum opportunity be provided for employment and participation of low and moderate-income residents of the City and surrounding area.

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

17. **TERMINATION**

(A) **TERMINATION FOR CAUSE**

If, through any cause, CITY shall fail to fulfill in a timely and proper manner its obligations under this Agreement or shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement, in whole or part, by giving written notice to CITY of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, CITY shall within 45 days of termination reimburse to COUNTY all Agreement funds in the possession of CITY not expended upon 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 sixty (60) working days written notice to the other party. Upon early termination, CITY shall within 45 days of termination reimburse to COUNTY all Agreement funds in the possession of CITY not expended upon 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**

None of the provisions, terms, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

20. **PROJECT REPRESENTATIVE**

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

21. **INDEPENDENT AGENT AND EMPLOYEES**

CITY is, and shall be, in the performance of all services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of COUNTY. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to CITY'S sole direction, supervision, and control. CITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CITY'S relationship and the relationship of its employees to COUNTY shall be that of an Independent Contractor and not as employees or agents of COUNTY. Neither City nor its employees or agents have the power or authority to bind COUNTY in any promise, agreement or representation.

22. **WAIVER**

It is hereby agreed to by the Parties that no waiver of a breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provisions of this Agreement. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

23. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CITY 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**

CITY 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 CITY, 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. **EXCLUSION OF THIRD PARTY BENEFICIARIES**

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

27. **INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

28. **ENFORCEMENT COSTS**

Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties provided, however, that this clause pertains only to the Parties to this Agreement.

29. **REMEDIES**

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

30. **CAPTIONS**

The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

31. **CONSTRUCTION**

No party shall be considered the author of this Agreement since the Parties hereto have participated in drafting this document to arrive at this final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

32. **FILING**

Pursuant to Section 163.01(11), F.S., a copy of this Agreement and any amendments hereto shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

33. **NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to COUNTY, notices shall be addressed to:

With copy to:

Palm Beach County Attorney's Office

301 North Olive Ave.
West Palm Beach, Florida 33401

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

34. **SURVIVAL OF TERMS**

The requirements of Paragraphs 7, 11, 12, 18 and 26 shall survive the expiration or earlier termination of this Agreement.

35. **RECITALS**

The recitals set forth in the whereas clauses herein are true and correct and are hereby incorporated herein by reference as if fully set forth herein.

36. **ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior agreements, if any, between the Parties hereto and constitute 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.

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Mayor of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of Pahokee has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its Clerk, the date and year first above written.

(MUNICIPAL SEAL)

CITY OF PAHOKEE

By: _____
Colin Walkes, Mayor

By: _____
Chandler F. Williamson, City Manager

(COUNTY SEAL BELOW)

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

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Mary Lou Berger, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions by
Planning, Zoning and Building

By: _____
Shannon Fox
Assistant County Attorney

By: _____
Rebecca D. Caldwell
Executive Director

EXHIBIT "A"
SCOPE OF SERVICES

1. CITY AGREES TO:

- A. **SCOPE OF WORK:** CITY shall utilize county funds to carry out code enforcement activities within CITY. Specifically, COUNTY funds will be used to pay all or a portion of the salary and benefits for one (1) Code Enforcement Officer (hereinafter referred to as "Officer"), for a period of one year, whose duties shall include, among other things:
- Researching applicable codes;
 - Performing on-site inspections of buildings and properties to ensure compliance with all applicable codes;
 - Performing on-site inspections of businesses to ensure proper licensing and compliance with all applicable codes;
 - Responding to complaints regarding code violations;
 - Taking action, including but not limited to, issuing citations or notices of violation to ensure code compliance when violations are identified;
 - Documenting all investigative and enforcement actions;
 - Communicating in a professional manner with complainants and violators;
 - Working with other departments and agencies such as building and zoning officials to research and document alleged violations; and
 - Preparing for hearings and presenting testimony regarding violations at hearings before a Special Magistrate or Judge.
- B. **CODE ENFORCEMENT OFFICER:** As indicated above, CITY shall employ one Officer in connection with this Agreement. The Officer must be able to carry out the tasks described within this Agreement and be able to demonstrate the qualifications that enable him/her to do so. It is preferred that such officer have a minimum of two years of experience as a code enforcement officer or in a trade requiring knowledge of building and zoning codes and a Level I Florida Association of Code Enforcement (FACE) Certification.
- C. **CODE ENFORCEMENT OFFICER JOB RESPONSIBILITIES:** The Officer shall, at a minimum have the ability to investigate complaints, perform onsite inspections to ensure compliance with all applicable codes, research codes, evaluate documentation of code violations, coordinate with other agencies and officials such as building and zoning officials, prepare and serve documents and notices upon code violators, prepare evidence for and testify at hearings before a Special Magistrate and communicate in a professional manner with alleged code violators and members of the public.
- D. **REPORTS AND DOCUMENTATION:**
Upon execution of this Agreement or as soon as practical thereafter, CITY shall submit the following documents:
- Documentation demonstrating that the position of the Officer (if such position was filled as new position as a result of this Agreement) was competitively solicited prior to an Officer's appointment to the position and documenting that the opening for the position was advertised in a public forum in order to elicit applications from all prospective applicants.
 - Documentation showing the annual or hourly salary paid for the position of the Officer.
 - Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individuals are entitled).
 - List of all paid holidays.

CITY shall maintain and submit to COUNTY the following reports:

- (1) A **Daily Activity Record** (attached as Exhibit "B" and incorporated by reference) shall be submitted to COUNTY by the 10th day of each month following the month when such activity was recorded (for example, activities performed in January will be detailed in the **Daily Activity Record** due February 10th), and shall document the actual number and description of the code enforcement activities performed.

Along with the **Daily Activity Record**, CITY shall submit:

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

- (2) A **Detailed Monthly Narrative Report** shall be submitted to COUNTY by the 10th day of each month following the month when such activity was performed, outlining the status of specific activities identified the Scope of Services. 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.

E. **PROJECT BUDGET:** CITY shall utilize funds provided under this Agreement to pay for salaries and benefits listed under the Agreement. Specifically, funds shall be used for payment of salary and benefits for one Officer and one vehicle lease for a period of one year, as provided below:

(1) One Officer salary	\$26,500
(2) Officer benefits	\$13,250
(3) Expenses	\$1,900
(4) Code Enforcement Software Program	\$3,000
	<hr/>
	\$66,465

EXHIBIT "B"
DAILY ACTIVITY RECORD

Period covered by this report _____

Page _____ of _____

DATE	DESCRIPTION OF CODE ENFORCEMENT WORK PERFORMED and HOURS	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITIES
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
TOTAL HOURS	_____	

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence per Agreement with COUNTY. I further acknowledge that all information herein is subject to verification by COUNTY.

(Signature)

(Printed Name and Title)

(Date)

22

**AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
SOUTH BAY
FOR
CODE ENFORCEMENT SERVICES**

THIS AGREEMENT, entered into on this _____ day of _____ 2016, by and between **Palm Beach County**, a political subdivision of the State of Florida (“**COUNTY**”) and **the City of South Bay**, a municipality duly organized and existing by virtue of the laws of the State of Florida (“**CITY**”), (hereinafter referred to collectively as “the Parties”).

WITNESSETH

WHEREAS, to improve the health, safety and welfare of the residents of and visitors to **CITY** and **COUNTY**, **CITY** and **COUNTY** wish to work together to improve the code enforcement services provided by **CITY** within its borders; and

WHEREAS, **COUNTY** has budgeted \$51,474 to fund one additional code enforcement officer within **CITY** for a period of one year and a software program to improve the efficiencies of **CITY**’S code enforcement program; and

WHEREAS, having an additional code enforcement officer within **CITY** and a more efficient software system will improve code enforcement services within **CITY** and benefit the residents of and visitors to **CITY** and **COUNTY**; and

WHEREAS, **COUNTY** wishes to provide funds to **CITY** to be used for improved code enforcement services within **CITY** as more specifically described in this Agreement.

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

1. **PURPOSE**

The purpose of this Agreement is for **COUNTY** to provide funding to **CITY** for one code enforcement officer’s annual salary and for a software program to be used by code enforcement officers.

2. **SCOPE OF SERVICES**

CITY shall, in a satisfactory and proper manner as determined by **COUNTY**, hire one code enforcement officer who meets the qualifications provided in the Scope of Services attached hereto as Exhibit “A” to provide code enforcement services as more specifically set forth in Exhibit “A”. In addition, **CITY** shall use \$3,000 of the funds provided by **COUNTY** to purchase a software program for use by **CITY**’S code enforcement officers.

3. **TERM**

This Agreement shall commence upon execution by both Parties and shall terminate upon receipt of **CITY**’s final **Daily Activity Record** and **Detailed Monthly Narrative Report**, unless terminated as otherwise provided herein. After expiration of this Agreement, funding for the code enforcement officer or additional software shall be the sole responsibility of **CITY**.

4. **COUNTY RESPONSIBILITIES**

Upon execution of this Agreement, **COUNTY** will provide funds in the amount of \$51,474 to be used by **CITY** as provided herein.

5. **MONITORING OF COMPLIANCE**

COUNTY is authorized to monitor **CITY** at any time during the term of this Agreement to ensure compliance with the Agreement, ensure that all activities required in the Scope of Services are carried out in a timely and proper manner and verify the accuracy of all reporting and documentation received from **CITY**. **COUNTY** may provide inspections of City code enforcement offices and documents

and may meet with personnel on a scheduled or unscheduled basis to assess compliance with this Agreement.

6. **MAXIMUM COMPENSATION**

CITY agrees to accept as full payment for eligible services rendered pursuant to this Agreement the amount provided by COUNTY pursuant to paragraph 4 of this Agreement. The provision of funding pursuant to this Agreement does not obligate COUNTY to provide additional funds to CITY for future code enforcement services.

Any funds not expended by CITY in accordance with this Agreement by the expiration date of this Agreement shall automatically revert to COUNTY.

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

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

CITY shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes.

Should CITY receive additional funding for code enforcement services during the term of this Agreement, CITY shall use such funding for the provision of additional code enforcement services.

(B) **FINANCIAL ACCOUNTABILITY**

COUNTY may have a financial system analysis and/or an audit of CITY or of any of its subcontractors by an independent auditing firm employed by COUNTY or by COUNTY Internal Audit Department at any time COUNTY deems necessary to determine the capability of CITY to fiscally manage the Scope of Services 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 Executive Director of the Palm Beach County Planning, Zoning and Building Department (the "Executive 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 CITY to the Executive Director or designee and approved by the Executive Director or designee prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

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

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To the greatest extent feasible, lower-income residents of CITY or surrounding 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 said areas shall be awarded contracts in connection with this Agreement.

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

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17. **TERMINATION**

(A) **TERMINATION FOR CAUSE**

If, through any cause, CITY shall fail to fulfill in a timely and proper manner its obligations under this Agreement or shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement, in whole or part, by giving written notice to CITY of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, CITY shall within 45 days of termination reimburse to COUNTY all Agreement funds in the possession of CITY not expended upon 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 sixty (60) working days written notice to the other party. Upon early termination, CITY shall within 45 days of termination reimburse to COUNTY all Agreement funds in the possession of CITY not expended upon 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**

None of the provisions, terms, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

20. **PROJECT REPRESENTATIVE**

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

21. **INDEPENDENT AGENT AND EMPLOYEES**

CITY is, and shall be, in the performance of all services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of COUNTY. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to CITY'S sole direction, supervision, and control. CITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CITY'S relationship and the relationship of its employees to COUNTY shall be that of an Independent Contractor and not as employees or agents of COUNTY. Neither City nor its employees or agents have the power or authority to bind COUNTY in any promise, agreement or representation.

22. **WAIVER**

It is hereby agreed to by the Parties that no waiver of a breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provisions of this Agreement. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

23. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CITY 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**

CITY 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 CITY, 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. **EXCLUSION OF THIRD PARTY BENEFICIARIES**

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

27. **INCORPORATION BY REFERENCE**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

28. **ENFORCEMENT COSTS**

Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties provided, however, that this clause pertains only to the Parties to this Agreement.

29. **REMEDIES**

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

30. **CAPTIONS**

The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

31. **CONSTRUCTION**

No party shall be considered the author of this Agreement since the Parties hereto have participated in drafting this document to arrive at this final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

32. **FILING**

Pursuant to Section 163.01(11), F.S., a copy of this Agreement and any amendments hereto shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

33. **NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to COUNTY, notices shall be addressed to:

With copy to:

Palm Beach County Attorney's Office

301 North Olive Ave.
West Palm Beach, Florida 33401

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

34. **SURVIVAL OF TERMS**

The requirements of Paragraphs 7, 11, 12, 18 and 26 shall survive the expiration or earlier termination of this Agreement.

35. **RECITALS**

The recitals set forth in the whereas clauses herein are true and correct and are hereby incorporated herein by reference as if fully set forth herein.

35. **ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior agreements, if any, between the Parties hereto and constitute 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.

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Mayor of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of South Bay has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its Clerk, the date and year first above written.

(MUNICIPAL SEAL)

CITY OF SOUTH BAY

By: _____
Joe Kyles, Mayor

By: _____
Leondrae Camel, City Manager

(COUNTY SEAL BELOW)

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

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Mary Lou Berger, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions by
Planning, Zoning and Building

By: _____
Shannon Fox
Assistant County Attorney

By: _____
Rebecca D. Caldwell
Executive Director

EXHIBIT "A"
SCOPE OF SERVICES

1. CITY AGREES TO:

- A. **SCOPE OF WORK:** CITY shall utilize county funds to carry out code enforcement activities within CITY. Specifically, COUNTY funds will be used to pay all or a portion of the salary and benefits for one (1) Code Enforcement Officer (hereinafter referred to as "Officer"), for a period of one year, whose duties shall include, among other things:
- Researching applicable codes;
 - Performing on-site inspections of buildings and properties to ensure compliance with all applicable codes;
 - Performing on-site inspections of businesses to ensure proper licensing and compliance with all applicable codes;
 - Responding to complaints regarding code violations;
 - Taking action, including but not limited to, issuing citations or notices of violation to ensure code compliance when violations are identified;
 - Documenting all investigative and enforcement actions;
 - Communicating in a professional manner with complainants and violators;
 - Working with other departments and agencies such as building and zoning officials to research and document alleged violations; and
 - Preparing for hearings and presenting testimony regarding violations at hearings before a Special Magistrate or Judge.
- B. **CODE ENFORCEMENT OFFICER:** As indicated above, CITY shall employ one Officer in connection with this Agreement. The Officer must be able to carry out the tasks described within this Agreement and be able to demonstrate the qualifications that enable him/her to do so. It is preferred that such officer have a minimum of two years of experience as a code enforcement officer or in a trade requiring knowledge of building and zoning codes and a Level I Florida Association of Code Enforcement (FACE) Certification.
- C. **CODE ENFORCEMENT OFFICER JOB RESPONSIBILITIES:** The Officer shall, at a minimum have the ability to investigate complaints, perform onsite inspections to ensure compliance with all applicable codes, research codes, evaluate documentation of code violations, coordinate with other agencies and officials such as building and zoning officials, prepare and serve documents and notices upon code violators, prepare evidence for and testify at hearings before a Special Magistrate and communicate in a professional manner with alleged code violators and members of the public.
- D. **REPORTS AND DOCUMENTATION:**
Upon execution of this Agreement or as soon as practical thereafter, CITY shall submit the following documents:
- Documentation demonstrating that the position of the Officer (if such position was filled as new position as a result of this Agreement) was competitively solicited prior to an Officer's appointment to the position and documenting that the opening for the position was advertised in a public forum in order to elicit applications from all prospective applicants.
 - Documentation showing the annual or hourly salary paid for the position of the Officer.
 - Personnel policy relating to vacation and sick leave (i.e., number of days per year to which the individuals are entitled).
 - List of all paid holidays.

CITY shall maintain and submit to COUNTY the following reports:

- (1) A **Daily Activity Record** (attached as Exhibit "B" and incorporated by reference) shall be submitted to COUNTY by the 10th day of each month following the month when such activity was recorded (for example, activities performed in January will be detailed in the **Daily Activity Record** due February 10th), and shall document the actual number and description of the code enforcement activities performed.

Along with the **Daily Activity Record**, CITY shall submit:

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

- (2) A **Detailed Monthly Narrative Report** shall be submitted to COUNTY by the 10th day of each month following the month when such activity was performed, outlining the status of specific activities identified the Scope of Services. 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.

E. **PROJECT BUDGET:** CITY shall utilize funds provided under this Agreement to pay for salaries and benefits listed under the Agreement. Specifically, funds shall be used for payment of salary and benefits for one Officer and one vehicle lease for a period of one year, as provided below:

(1) One Officer salary	\$30,000
(2) Officer benefits	\$7,215
(3) Expenses	\$2,900
(4) Code Enforcement Software Program	\$3,000

\$51,474

EXHIBIT "B"
DAILY ACTIVITY RECORD

Period covered by this report _____

Page _____ of _____

DATE	DESCRIPTION OF CODE ENFORCEMENT WORK PERFORMED and HOURS	SITE ADDRESS OF CODE ENFORCEMENT ACTIVITIES
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
	_____ Hrs.	
TOTAL HOURS	_____	

I certify that the contents of this record are correct and I hereby submit this report as documentary evidence per Agreement with COUNTY. I further acknowledge that all information herein is subject to verification by COUNTY.

(Signature)

(Printed Name and Title)

(Date)

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BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

FUND 0001 General Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/28/2016	REMAINING BALANCE
<u>EXPENDITURES</u>								
743-6241-8101	Contributions Other Govt Agcy	0	0	226,217	0	226,217	0	226,217
820-9900-9901	Contingency Reserves	20,775,190	19,748,849	0	226,217	19,522,632	0	19,522,632
Total Appropriations & Expenditures				226,217	226,217			

Office of Community Revitalization
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures _____ Date _____
Pat DiGerardino *01/28/2016*

By Board of County Commissioners
At Meeting of 02/09/2016

Deputy Clerk to the
Board of County Commissioners