Agenda Item #: 3E–2

MS/MW 5-0
BP-Absent
MGM-Absent
R2026-0460 AND
R2026-0461

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 21, 2026 [X] Consent [ ] Regular
[ ] Ordinance [ ] Public Hearing

Department Submitted by: Community Services
Submitted for: Division of Senior and Veteran Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) a Use of Facility Agreement (UFA) for Government Entities with the City of Pahokee, at no cost to Palm Beach County (County), for the five (5) year period of April 21, 2026 through April 21, 2031, to provide a congregate meal site for seniors at the Pahokee Wellness Center; and

B) a UFA for Government Entities with the City of South Bay, at no cost to the County, for the five (5) year period of April 21, 2026 through April 21, 2031, to provide a congregate meal site for seniors at Tanner Park.

Summary: The Division of Senior and Veteran Services (DSVS) receives federal funds from the Older Americans Act (OAA) to provide congregate meal sites. The above-referenced agreements enable DSVS to operate a congregate meal site at no cost for the space and energy usage. The City of Pahokee and the City of South Bay will recruit volunteers to operate the congregate meal sites. DSVS will provide training for the volunteers. Meals and necessary food-related services and supplies are furnished by the County through its designated food service vendor, subject to the availability of funds. The City of Pahokee will serve approximately 15 seniors with approximately 1,837 lunch meals annually. The estimated total cost of the meals is $10,434 and is funded under OAA in the amount of $9,391 (90%) and $1,043 (10%) in County match, which is included in the current budget. The City of South Bay will serve approximately 45 seniors with approximately 3,290 lunch meals annually. The estimated total cost of the meals is $18,687 and is funded under OAA in the amount of $16,818 (90%) and $1,869 (10%) in County match, which is included in the current budget. DSVS is responsible for providing services north of Hypoluxo Road. The areas of service exclude portions of Districts 2, 4, 5, and 7 south of Hypoluxo Road. The Volen Center, Inc. is responsible for providing services in the excluded areas. **No additional County match is required.** (Division of Senior and Veteran Services) Countywide except for portions of Districts 2, 4, 5, and 7 south of Hypoluxo Rd. (JBR)

Background and Justification: In accordance with the OAA, the DSVS operates congregate meal sites to provide nutritious meals to low-income, socially isolated seniors, to improve their quality of life and productivity.

Attachments:
1. Use of Facility Agreement with the City of Pahokee
2. Use of Facility Agreement with the City of South Bay

Recommended by: James R. Green 3/24/26
Department Director **Date**

Approved by: Tammy K. Fields 3/31/26
Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2029	2029	2030
Capital Expenditures					
Operating Costs	12,943	29,121	29,121	29,121	29,121
External Revenue	(11,648)	(26,209)	(26,209)	(26,209	(26,209)
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	1,295	2,912	2,912	2,912	2,912
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No ____
Does this item include the use of federal funds? Yes X No ____
Does this item include the use of state funds? Yes ____ No X

Budget Account No.:
Fund 1006 **Dept.** 144 **Unit** 1458 **Object** 3419 **Program Code** Var **Program Period** Var

B. Recommended Sources of Funds/Summary of Fiscal Impact:
No fiscal impact for use of the facility. Pending meal costs below:

Source	Program	Total Budget		Duration	Target Demographics	Total Cost & Hours per:	Type of Services	Annual Cost
OAA	Congregate Meal Sites:	$26,209		5 years	Approximately 60 Seniors	$5.68 per meal	5,127 lunch meals	$29,121
		Match (10%)	$2,912					
		State	0					
		Program Income	0					
		Addnl. County Funds	0					
		Total	$29,121					

C1

Federal Funds (90%)	$116,484
County Match (10%)	$ 12,943
Total	$129,427

C. Departmental Fiscal Review: _____
Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

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

3/26/2026
OFMB OA 3/25 EHW 3-26

3/26/26
Contract Development and Control 29 3.20.26

B. Legal Sufficiency:

3/30/26
Assistant County Attorney

C. Other Department Review:

_____
Department Director

This summary is not to be used as a basis for payment.

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R2026 0460 APR 21 2026

USE OF FACILITY AGREEMENT FOR GOVERNMENT ENTITIES

This Agreement is made as of the 21st day of April, 2026 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **The City of Pahokee,** a body of local government authorized to do business in the State of Florida, whose Federal Tax I.D. Number is **59-6000400**, hereinafter referred to as the MUNICIPALITY.

WHEREAS, section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the COUNTY, through its Division of Senior & Veteran Services, administers congregate meal programs funded in part by the Older Americans Act (OAA) and related state and federal resources to provide nutritional services and supportive programming to eligible seniors within Palm Beach County; and

WHEREAS, the MUNICIPALITY desires to cooperate with the COUNTY by providing space at the Pahokee Marina facility located at 190 N. Lake Avenue, Pahokee, Florida 33476, for the operation of a congregate dining site to serve eligible seniors within its community, in furtherance of the public health, safety, and welfare of its residents.

NOW THEREFORE, in consideration of the mutual promises contained herein, both the COUNTY and the MUNICIPALITY agree to the following:

ARTICLE 1 – SERVICES

The MUNICIPALITY'S responsibility under this Agreement is to provide, at no charge, adequate space within the facility located at Pahokee Marina, 190 N Lake Ave., Pahokee, FL 33476, for a congregate dining site and to provide meal site staff, as more specifically set forth in **EXHIBIT A - SCOPE OF WORK**, excluding County holidays as detailed in **EXHIBIT B – COUNTY HOLIDAY SCHEDULE**.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Lani Irizarry, Operations Supervisor, PBC Division of Senior &Veteran Services; telephone no. (561) 355-3055.

The MUNICIPALITY'S representative/liaison during the performance of this Agreement shall be Gregory Williams, Parks and Recreation Director, City of Pahokee; telephone no. (561) 924-2972.

ARTICLE 2 – EFFECTIVE DATE, TERM AND SCHEDULE

This Agreement shall be effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners. The term of this Agreement shall be for a period of five (5) years, commencing on the effective date, and terminating on April 21, 2031 (Initial Term), and

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shall be automatically renewed annually thereafter (Renewal Term) unless terminated as provided for herein or unless either party elects to not renew this Agreement upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term. Each Renewal Term shall be upon the same terms and conditions set forth herein.

In the event either party elects not to renew this Agreement at the end of the Initial Term or any subsequent Renewal Term, this Agreement shall terminate at the end of the Initial Term or subsequent Renewal Term and MUNICIPALITY shall have no further rights hereunder.

ARTICLE 3 – USE OF FACILITY

The MUNICIPALITY will allow the COUNTY to utilize the facility identified in Article I without the need for any payment by the COUNTY to the MUNICIPALITY.

ARTICLE 4 – TERMINATION

This Agreement may be terminated by the MUNICIPALITY, with or without cause, upon thirty (30) days prior written notice to the COUNTY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the MUNICIPALITY or without cause upon ten (10) business days written notice to the MUNICIPALITY. Unless the MUNICIPALITY is in breach of this Agreement, the MUNICIPALITY shall be paid for services rendered (if applicable) to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice by either party, except as otherwise directed by the party delivering the notice in writing the:

COUNTY shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work or use of the facility.

C. Remove all COUNTY equipment from the facility; restore the facility to its original condition, reasonable wear and tear excepted and vacate the facility on or before the last day of the above notice period.

MUNICIPALITY shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

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ARTICLE 5 – PERSONNEL

The MUNICIPALITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the MUNICIPALITY or under its supervision, and all personnel (and all volunteers) engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The MUNICIPALITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the MUNICIPALITY'S personnel (including subcontractors and staff/volunteers), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 – INSURANCE

To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, each party acknowledges and represents that it is self-insured for General Liability under Florida sovereign immunity statutes within the coverage limits allowed by law. To the extent MUNICIPALITY is not self-insured, the following shall apply:

A. MUNICIPALITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. MUNICIPALITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by MUNICIPALITY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MUNICIPALITY under the Agreement.

B. **Commercial General Liability** MUNICIPALITY shall maintain Commercial General Liability at a limit of liability not less than **$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. MUNICIPALITY shall provide this coverage on a primary basis.

C. **Worker's Compensation Insurance & Employers Liability** MUNICIPALITY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. MUNICIPALITY shall provide this coverage on a primary basis.

D. **Waiver of Subrogation** MUNICIPALITY hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then MUNICIPALITY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver

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of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should MUNICIPALITY enter into such an agreement on a pre-loss basis.

E. **Certificate(s) of Insurance** Prior to execution of this Agreement, MUNICIPALITY shall deliver to the COUNTY'S representative as identified in Article 1, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten **(10)** day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

PALM BEACH COUNTY
c/o: Community Services Department
Division of Senior & Veteran Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

F. **Umbrella or Excess Liability** If necessary, MUNICIPALITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

G. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 7 – INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, MUNICIPALITY shall indemnify, defend and hold harmless the COUNTY and its agents, employees and elected officers 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 out of the negligence of MUNICIPALITY in connection with this Agreement..

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

ARTICLE 8 – SUCCESSORS AND ASSIGNS

The COUNTY and the MUNICIPALITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the MUNICIPALITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 9 – REMEDIES

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

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

ARTICLE 10 – CONFLICT OF INTEREST

The parties represent that they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The parties further represent that no person having any such conflict of interest shall be employed for said performance of services.

The parties shall promptly notify the other party's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance, which may influence or appear to influence the Party's judgment or quality of services being provided hereunder.

Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the party may undertake and request an opinion of the Palm Beach County Commission on Ethics (Commission) as to whether the association, interest or circumstance would, in the opinion of the Commission, constitute a conflict of interest if entered into by that party. . If, in the opinion of the Commission, the prospective business association, interest or circumstance would not constitute a conflict of interest, the party shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided under the terms of this Agreement.

ARTICLE 11 – EXCUSABLE DELAYS

The MUNICIPALITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

Upon the MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 12 – ARREARS

The MUNICIPALITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgement, lien, or any form of indebtedness. The MUNICIPALITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 13 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The MUNICIPALITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the MUNICIPALITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440, as amended.

ARTICLE 14 – INDEPENDENT AGREEMENT OR RELATIONSHIP

The MUNICIPALITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the MUNICIPALITY'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

The MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 15 – CONTINGENT FEES

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona-fide employee working solely for the MUNICIPALITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16 – ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY 'S place of business.

Palm Beach County has established the Office of the 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 agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement 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 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 17 – NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of agreements/contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the MUNICIPALITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the MUNICIPALITY represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the MUNICIPALITY shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the MUNICIPALITY retaliate against any person for reporting instances of such discrimination. The MUNICIPALITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities,

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The MUNICIPALITY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. MUNICIPALITY shall include this language in its subcontracts.

ARTICLE 18 – AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 19 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 20 – PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, 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 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 21 – MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the MUNICIPALITY of the COUNTY'S notification of a contemplated change, the MUNICIPALITY shall, in writing and advise the COUNTY if the contemplated change shall affect the MUNICIPALITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the MUNICIPALITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an amendment to the Agreement and the MUNICIPALITY shall not commence work on any such change until such written amendment is signed by the MUNICIPALITY and approved and executed on behalf of Palm Beach County.

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

ARTICLE 22 – NOTICE

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 the COUNTY, notices shall be addressed to:

Lani Irizarry, Operations Supervisor
Palm Beach County Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

With copy to:

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

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

Tammy Bussey, Interim City Manager
City of Pahokee
207 Begonia Drive
Pahokee, FL 33476

ARTICLE 23 – ENTIRETY OF AGREEMENT

Both COUNTY and MUNICIPALITY agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 24 – CRIMINAL HISTORY RECORDS CHECK

The MUNICIPALITY and its employees, subcontractors of the MUNICIPALITY and employees of the subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R2003-1274, as amended. The MUNICIPALITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the MUNICIPALITY acknowledges that services include any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

This Agreement may include sites and/or buildings, which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the MUNICIPALITY(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The MUNICIPALITY shall make every effort to collect the badges of its employees and its subcontractor's employees upon conclusion of the agreement and return them to the COUNTY. If the MUNICIPALITY or its subcontractor(s) terminates an employee who has been issued a badge, the MUNICIPALITY must notify the COUNTY within two (2) hours. At the time of termination, the MUNICIPALITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the MUNICIPALITY if the MUNICIPALITY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated MUNICIPALITY employee or subcontracted employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 25 – REGULATIONS; LICENSING REQUIREMENTS

The MUNICIPALITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. MUNICIPALITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 26 – SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, 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 Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes.

B. **When agreement value is greater than $1 million:** As provided in section287.135, Florida Statutes, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473 Florida Statutes, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if MUNICIPALITY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

   If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by MUNICIPALITY, this Agreement may be terminated

and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of agreement renewal, if applicable.

ARTICLE 27 – PUBLIC RECORDS

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

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The MUNICIPALITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the MUNICIPALITY does not transfer the records to the public agency.

Upon completion of the Agreement, the MUNICIPALITY shall transfer, at no cost to the COUNTY, all public records in possession of the MUNICIPALITY unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the MUNICIPALITY transfers all public records to the COUNTY upon completion of the agreement, the MUNICIPALITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the MUNICIPALITY keeps and maintains public records upon completion of the Agreement, the MUNICIPALITY shall meet all applicable requirements for retaining public records. All records stored electronically by the MUNICIPALITY must be provided to COUNTY, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to COUNTY.

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

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 28 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the MUNICIPALITY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 29 - E-VERIFY - EMPLOYMENT ELIGIBILITY

MUNICIPALITY warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, MUNICIPALITY shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the MUNICIPALITY's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

MUNICIPALITY shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. MUNICIPALITY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that MUNICIPALITY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that MUNICIPALITY'S subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify MUNICIPALITY to terminate its contract with the subcontractor and MUNICIPALITY shall immediately terminate its contract with the subcontractor. If COUNTY terminates this Agreement pursuant to the above, MUNICIPALITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, MUNICIPALITY shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 30 - COUNTERPARTS

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. MUNICIPALITY shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 31 ENTIRETY OF CONTRACTUAL AGREEMENT

The MUNICIPALITY agrees that the scope of work has been developed from the MUNICIPALITY'S service proposal and that the COUNTY expects performance by the MUNICIPALITY in accordance with such application. In the event of a conflict between the proposal and this Agreement, this Agreement shall control.

The COUNTY and the MUNICIPALITY both further agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the MUNICIPALITY has hereunto set its hand the day and year above written.

ATTEST:

Michael A. Caruso
CLERK AND COMPTROLLER

By: _____
Clerk

COUNTY:

R2026 0460 APR 2 1 2026

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Sara Baxter, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: Signed by: James E Green
F84BD58B0CEE433...
Community Services Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Signed by: Jessica Bober Rosenthal
A2EF4B6BAAF5427...
Assistant County Attorney

MUNICIPALITY:

By: Signed by: Tammy Bussey
56DD03E241224F3...
Signature

Tammy Bussey
Print Name

Int. City Manager
Title

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

EXHIBIT "A"

SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES

The COUNTY operates congregate meal sites for qualifying seniors in locations north of Hypoluxo Road to the Martin County line. These sites are located in residences for the elderly, community centers, and senior centers. Owners of these facilities donate space to the COUNTY and no charge is required to reimburse the owners for use of these facilities.

The MUNICPALITY shall provide space for a congregate dining site located at Pahokee Marina, 190 N Lake Ave., Pahokee, FL 33476 on the following days of the week: Monday through Friday, excluding County holidays as detailed in Exhibit "B".

There shall be no cooking of food by the COUNTY at the aforementioned meal site.

Both the MUNICIPALITY and the COUNTY shall acknowledge that the meals provided by the Palm Beach County Board of County Commissioners for this program are funded through the OAA (Older Americans Act) and sponsored by the State of Florida Department of Elder Affairs (DOEA) and Area Agency on Aging of the Palm Beaches and Treasure Coast (AAA) when marketing and/or publicizing the meal site.

I. The following provisions shall be rendered by the MUNICIPALITY:

A. A meal site space, which includes appropriate quality dining tables and chairs in ample quantity.

B. Bathrooms close to dining room that shall be handicapped accessible.

C. Telephone for County employee to utilize when necessary.

D. A kitchen/ kitchenette space that includes:

1) A sink with cold running water and hot running water capable of being maintained at a temperature of 100 degrees.
2) A refrigerator capable of maintaining required cold food temperatures.
3) Lockable storage space in or in close proximity to the kitchen of adequate size for all program supplies needed.
4) The proper electrical requirements for any hot-holding equipment the COUNTY provides.

E. The MUNICIPALITY shall be responsible for timely maintenance and repairs necessary for the proper functioning of dining room and kitchen equipment provided.

F. The MUNICIPALITY will be responsible for all client meal reservations, including phone reservations and walk-in clients, in accordance with program requirements.

G. The MUNICIPALITY shall be responsible to communicate a daily meal order to the Nutrition Program Office every business day by 2PM for the following business day's meal.

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

EXHIBIT "A"

SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES (cont'd)

II. The following provisions shall be rendered by the MUNICIPALITY (cont'd):

H. The MUNICIPALITY shall be responsible for recruitment, assignment and attendance of staff/volunteers to conduct day-to-day operations of the meal site. The COUNTY may be able to provide meal service support on a limited, temporary capacity only for absent site workers. The COUNTY requires a guaranteed number of staff present at each meal service in relative proportion to the number of meal recipient reservations. The COUNTY reserves the right to excuse from service to the Congregate Meal Program any staff that cannot reasonably complete duties as trained or create a hostile environment for others. **Failure to supply an adequate number of staff will place continuation of the congregate meal program at risk.**

I. The MUNICIPALITY shall assure a minimum of fifteen (15) program participants attending meal service. This number is required for continuance of the meal program. **Continuance of average daily attendee headcounts below 15 may require the cancellation of the congregate meal program at MUNICIPALITY.**

J. The MUNICIPALITY is responsible for the acquisition and scheduling of staff and/or volunteers to conduct Nutrition Assessments with program participants as needed. The Nutrition Assessment is a set of questions completed with an applicant prior to their joining the Congregate Meal Program and then again annually during the participant's anniversary month. Meal site personnel completing Nutrition Assessments must have completed DOSS training and passed the necessary background screening contained in section 430.0402 and Chapter 435 of the Florida Statutes. If the individual completing Nutrition Assessments is a MUNICIPALITY staff member, the MUNICIPALITY is responsible for the arrangement of and fees associated with the necessary background check prior to the start of such work. If the individual completing Nutrition Assessments is a true volunteer, the COUNTY shall be responsible for the arrangement of and fees associated with the necessary background check.

K. The MUNICIPALITY shall be responsible for providing each of the following for their MUNICIPALITY staff members conducting Nutrition Assessments at the congregate meal site: 1) A Background Screening Affidavit of Compliance (ATTACHMENT A), and 2) Level II Background Screening results and updates as applicable.

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

EXHIBIT "A"

SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES (cont'd)

I. The following provisions shall be rendered by the COUNTY:

A. The COUNTY shall provide a steam table or comparable equipment to maintain proper temperatures of hot food.

B. All food and necessary food service related supplies, including food containers, utensils and paper products shall be furnished by the COUNTY or through its designated food service vendor, subject to the availability of funds.

C. Any property and/or fixtures installed or stored at the site by the COUNTY shall remain the property of the COUNTY and may be removed at the COUNTY's discretion.

D. The COUNTY shall be responsible for providing training to the staff/volunteers who will be completing Nutrition Assessments. Staff/volunteers conducting Nutrition Assessments must meet the background screening requirements contained in section 430.0402 and Chapter 435, Florida Statutes, and must complete the required training provided by the COUNTY.

E. The COUNTY shall provide training to staff and volunteers recruited to work at the meal site in topics to include but not limited to; site management, food sanitation and safety, food portioning, fire safety, and required paperwork requirements. Staff and volunteers shall be trained prior to assuming meal site assignments as well as once every calendar year. Required paperwork includes but is not limited to the taking and documentation of food temperatures at delivery and service time, the recording of site refrigerator internal temperatures and completion of a daily attendance signature roster.

F. The COUNTY shall monitor the meal site periodically in regards to compliance with Older American's Act (OAA) grant standards, and conduct client satisfaction surveys at a minimum of once annually.

G. The COUNTY shall provide Nutrition Education materials, planned by the COUNTY's registered dietitian, at least once monthly. Nutrition Counseling conducted by a registered dietitian, will be offered to high-risk clients as determined by a nutrition assessment.

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

EXHIBIT "A"

SCOPE OF WORK

USE OF MUNICIPALITY AGREEMENT FOR GOVERNMENT ENTITIES (cont'd)

I. The following provisions shall be rendered by the COUNTY (cont'd):

H. The COUNTY will provide a closed slotted locked box for the collection of voluntary contributions to the cost of the congregate meal program. The COUNTY shall retain sole possession of the key to the contribution box. The COUNTY shall remove the contributions collected in the presence of a volunteer and/or MUNICIPALITY employee. Contributions collected shall be documented on a weekly basis on the Congregate Weekly Contribution Receipt form in ink with the date and amount of funds collected and signed by the COUNTY site manager and volunteer and/or MUNICIPALITY employee. A copy of the completed Congregate Weekly Contribution Receipt form is kept by the MUNICIPALITY'S designated employee. The Contribution box shall be locked until a COUNTY employee collects contributions.

Remainder of the page intentionally left blank.

Docusign Envelope ID: C30D666F-5282-452E-88AC-B322BFE838A2

EXHIBIT "B"

COUNTY HOLIDAY SCHEDULE:

- New Year's Day
- Martin Luther King, Jr. Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth
- Independence Day
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veteran's Day
- Thanksgiving Day
- Floating Holiday (Day after Thanksgiving)
- Floating Holiday (Day before or after Christmas)
- Christmas Day

CITY OF PAHOKEE
FLORIDA

207 Begonia Drive
Pahokee, Florida 33476
Phone: (561) 924-5534
Fax: (561) 924-8140
www.cityofpahokee.com

CITY COMMISSIONERS:
Mayor Keith W. Babb, Jr.
Vice Mayor Sanquetta Cowan-Williams
Commissioner Isabelle J. McDonald
Commissioner Everett D. McPherson, Sr.
Commissioner James H. Scott

CHARTER OFFICERS:
Tammy Bussey, Interim City Manager
Nylene Clarke, City Clerk
Burnadette Norris-Weeks, City Attorney

To whom it may concern,

I give Tammy Bussey authorization to sign all documents & Agreements that's pertaining to our seniors' program.

If there's any concerns, please contact me.

Director of Parks & Rec
Gregory Williams

CERTIFICATE OF COVERAGE — ISSUED ON: 3/13/2026

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK FL1 0502018 25-03 — COVERAGE PERIOD: 10/1/2025 TO 10/1/2026 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Palm Beach County c/o: Community Services Department Division Senior & Veteran Services
810 Datura Street
Suite 300
West Palm Beach, Florida 33401

Designated Member
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476

LIABILITY COVERAGE

X **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury:**
Limit: $2,000,000 — $0 Deductible

X **Employee Benefits Liability**
Limit: $2,000,000 — $0 Deductible

X **Employment Practices Liability**
Limit: $2,000,000 — $0 Deductible

X **Public Officials Liability**
Limit: $2,000,000 — 0 Deductible

Law Enforcement Liability
Limit: — Deductible

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER:

Self Insured Workers' Compensation

Statutory Workers' Compensation

Employers Liability
Each Accident
By Disease
Aggregate Disease

PROPERTY COVERAGE

X **Buildings & Personal Property**
Limit: Per Schedule on file with Trust — $5,000 Deductible
Note: See coverage agreement for wind, flood, and other deductibles.

Inland Marine – Rented, Borrowed and Leased Equipment
Limit: $0 TIV — See Schedule for Deductible

X **Inland Marine – All other**
Limit: $526,000 TIV — See Schedule for Deductible

CRIME COVERAGE

X **Employee Dishonesty**
Limit: $500,000 — $1,000 Deductible

X **Forgery or Alteration**
Limit: $500,000 — $1,000 Deductible

X **Theft Disappearance & Destruction**
Limit: $500,000 — $1,000 Deductible

X **Computer Fraud**
Limit: $500,000 — $1,000 Deductible

AUTOMOBILE COVERAGE

X **Automobile Liability**
Limit: $2,000,000 — $0 Deductible
X All Owned
X Specifically Described Autos
X Hired Autos
X Non-Owned Autos

X **Automobile Physical Damage**
X Comprehensive See Schedule for Deductible
X Collision See Schedule for Deductible
X Hired Auto with limit of $35,000

Garage Keepers
Liability Limit
Liability Deductible
Comprehensive Deductible
Collision Deductible

NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special items-(*This section completed by member's agent, who bears complete responsibility and liability for its accuracy)*:

Certificate of Insurance issued as proof of coverage.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-8455

Producer
Risk Management Associates, Inc.
300 North Beach Street
Daytona Beach, Florida, 32114

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

Margaret E Brown

AUTHORIZED REPRESENTATIVE

PGIT-CERT (1/19) *PRINT FORM*

Preferred®
PGIT GOVERNMENTAL INSURANCE TRUST

3/13/2026

Palm Beach County c/o: Community Services Department Division Senior & Veteran Services
810 Datura Street
Suite 300
West Palm Beach, Florida 33401

Re: Coverage Agreement - PK FL1 0502018 25-03

City of Pahokee

Effective Date: 10/1/2025 to 10/1/2026

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.