

AFFIDAVIT OF PUBLICATION

Star-Banner
Published – Daily
Ocala, Marion County, Florida

STATE OF FLORIDA
COUNTY OF MARION

Before the undersigned, a Notary Public of Said County and State, [Signature] who on oath says that they are an authorized employee of the Star-Banner, a daily newspaper published at Ocala, in Marion County, Florida; that the attached copy of advertisement, being a notice in the matter of

REQUEST FOR PROPOSALS FOR CDBG DR GRANT ADMINISTRATION RFP-2019-08 *The City of Palatka hereby request proposals from qualified individuals or firms to provide Administration services for a Community Development Block Grant Disaster Recovery CDBG-DR. Pro*

was published in said newspaper in the issues of:

6/19 1x

Affiant further says that the said STAR-BANNER is a daily newspaper published at Ocala, in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in said Marion County, Florida, daily, and has been entered as second class mail matter at the post office in Ocala in said Marion County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the person of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 19 day of June, A.D., 2019

[Signature]
Notary Public
HARMONY STALTER

(Print, Type or Stamp Name of Notary Public)

Ad #: A000954586

REQUEST FOR PROPOSALS FOR CDBG DR GRANT ADMINISTRATION (RFP-2019-08)

The City of Palatka hereby request proposals from qualified individuals or firms to provide Administration services for a Community Development Block Grant Disaster Recovery (CDBG-DR).

Proposals for CDBG Administration Services should include a fee for the services and an explanation or a basis for the fees proposed (Fee Schedule). Fees shall be lump sum for CDBG services. Respondents are required to submit one (1) original, one (1) digital file on a thumb drive, and three (3) copies in a sealed envelope marked in ink "SEALED PROPOSAL FOR CDBG ADMINISTRATION SERVICES (RFP 2019-08)". Proposals must be received by 2:30 p.m. on Wednesday, July 17, 2019 at the City of Palatka City Hall, Attention: Betsy Driggers, City Clerk, City of Palatka, 201 North 2nd Street, Palatka, Florida 32177. Proposals will be publically opened on Wednesday, July 17, 2019 at 2:30 p.m. at the City of Palatka City Hall.

The City of Palatka reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposal process and to award the contract(s) in the best interest of the City.

Administration service contract(s) may be subject to grant/loan award and release of funds by the funding agency.

The Request For Proposal is available to view and download from the Demand Star website, www.demandstar.com. All questions regarding the proposal can be directed to Jonathan Griffith, via email at jgriffith@palatkafl.gov. The City of Palatka reserves the right to reject any and/or all bids or waive any irregularities. EOE, DFWP.

June 19, 2019
#A000954586

Advertising Invoice

Palatka Daily News

1/1

P.O. Box 777
Palatka FL 32178

Phone: 386-312-5200

Fax: 386-312-5209

URL: www.palatkadailynews.com

Holly Harris
CITY OF PALATKA Attn: Accounts Payable
201 N. 2nd St.
Palatka, FL 32177

Acct. #: 00000289

Phone #: (386)329-0103

Date: 03/13/2020

Ad #	Pub.	Start	Stop	Description	Cols.	Inch	Days	Amount
00073634	01	03/13/2020	03/13/2020	INVITATION TO BID ITB 2020- Affidavit	1	6.49	1	143.00 5.00

~~136371~~
136371

[Faint signature]

Please return a copy with payment

Total Due

148.00

City of Palatka
Bid Opening

Date 7/17/19

Job Title CDBG-DR Administration HMO05

Opened by: Betsy Driggers

Dept./Engineer Grants Admin - Mandi Tucker

Read/Recorded by: Betsy Driggers

Respondent Name/Address	Acknowledge Addendums? No. _____	Bid Amt	Alt #1	Alt #2	Total
1. Fred Fox Enterprises St. Augustine, FL		\$	\$	\$	\$
2.		\$	\$	\$	\$
3.		\$	\$	\$	\$
4.		\$	\$	\$	\$
5.		\$	\$	\$	\$
6.		\$	\$	\$	\$
7.		\$	\$	\$	\$

Witnesses:

Patti Ryan

Robert [Signature]

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER



CITY of Palatka FLORIDA

Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

ELMON (LEE) GARNER
INTERIM CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

LOGAN B. BECKER
FINANCE DIRECTOR

JASON L. SHAW, SR.
CHIEF OF POLICE

KEITH "J.R." GRIMES
CHIEF, FIRE DEPARTMENT

DONALD E. HOLMES
CITY ATTORNEY

MINUTES CITY OF PALATKA August 8, 2019 – 6:00 p.m.

Proceedings of a Regular Meeting of the City Commission of the City of Palatka, Florida, held on the 8th day of August, 2019.

PRESENT: Mayor Terrill L. Hill
Vice Mayor Mary Lawson Brown
Commissioner Rufus Borom
Commissioner Justin Campbell
Commissioner Tammie McCaskill

Also Present: Interim City Manager Lee Garner; City Attorney Donald E. Holmes; City Clerk Betsy Jordan Driggers; Finance Director Logan B. Becker; Police Chief Jason Shaw; Fire Chief J. R. Grimes; Interim Planning Director Dean Mimms; Public works Director Jonathan Griffith; Airport Manager John Youell

CALL TO ORDER: Mayor Hill called the meeting to order at 6:00 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE – David Parsons

APPROVAL OF MINUTES – 7/9/19 Called; 7/18/19 Regular Commissioner Campbell moved to adopt the minutes as read. Commissioner McCaskill seconded the motion, which passed unopposed.

1. PUBLIC RECOGNITION/PRESENTATIONS

RECOGNITION – 2019 City of Palatka Interns – Commissioner Campbell and Debra Robinson - Ivana Boyd, intern, thanked the Commission and Ms. Robinson for giving them the opportunity to serve as interns, and presented the following interns with certificates of Recognition. Jamaya Moore, PHS; Dailyn Robinson, QI Roberts School; LaKaiya Wright, PHS Ivana Boyd, Flagler College. Commissioner Campbell said Ms. Boyd served as a liaison/mentor for all interns this year. Most of the interns served as mentors in the PAL program and PAL Summer Camp. Chief Shaw spoke about their deeds in service. They interacted well with youth as well as adult counselors, and cheerfully took on whatever project they were assigned. He was very proud of how smooth this went for the year. Chief Grimes said his intern did very well. His son also participated in the Intern Program as a junior counselor at the PAL Camp, and had a great experience. Ms. Boyd said they had paid hours as well as community service hours, which helps them earn points towards scholarships. Ms. Robinson thanked the participants and Ms. Boyd for her leadership, as well as Robert Sessions, the City Hall intern. They put the program together. Mayor Hill noted Ms. Boyd is starting point guard at Flagler College. Members of the Commission thanked Commissioner Campbell, Ms. Robinson and all others involved and spoke to the merits of the program as well as benefits to the youth and community.

PRESENTATION – Baby Brain Builders – Angela Mills, President 127 Magnolia Drive, East Palatka, spoke about the mission of their program, which she founded, which centers around brain development in pre-schoolers, or ages 1 to 3. Children who encounter 30 million words are more successful than those who don't. They want to touch every new parent who gives birth at Putnam Community Medical Center; they provide resources as well as training intended to boost sensory and auditory interaction with their children. Every child in Putnam County qualifies to get a free book each month from the Dolly Parton Library. They invite parents to sign up for training on childhood brain development and want to make their playgrounds learning centers; Rotary has taken the lead on this. She invited the Commission and audience to attend their first public fundraiser at Larimer Arts Center. They will recognize Daniel Martinez and will auction off paintings by local artists. Like Baby Brain Builders on Facebook, or contact them at babybrainbuildersinc@gmail.com. Mr. Holmes said the Dept. of Education coined a phrase, for the first three grades they learn to read, and for the rest of their life they read to learn. Reading is essential to comprehension and learning. As they build Putnam County, it's great the people like Ms. Mills are willing to volunteer their time.

PRESENTATION – Occupation of Palatka Living History Event – Robert Mattson, Re-enactor Coordinator, 121 Palm Trail, East Palatka, said he co-coordinates this event, which is an actual historical event. He presented a PowerPoint on the historical event, which they re-enact every year. This is a "living history event" which shows people what living in this period was like. This is centered at the Bronson-Mulholland House, which is where this took place. This is a two-day event; Friday is "school day" where they play host to 4th grade classes, and Saturday is the general open visitation day. This always happens the last full weekend in September. This is the 9th year of their event and 155th anniversary of Bartram's landing in Palatka. Commissioner Campbell said he visits the event with the 4th graders, and it's an exciting learning experience.

CHIEF GRIMES' MISSION TRIP – Fire Chief Grimes said he, his wife and 16-yr. old son and 15 people from his church went on a mission trip to Guatemala. While there, they built two houses while there, which were 12 x 16 metal sheds. There was no indoor plumbing or power, but this was much nicer than anything they had before. The recipients of the homes helped build the houses. They also built 25 water treatment apparatus' for people. He visited a place that built wheelchairs for kids; many crippled kids rode on their parents' backs before children received these chairs. They taught people how to garden in the "inner cities" in pallet gardens. They organized a 'feed' for 244 kids at a community center and gave the kids candy and oranges. They attended a celebration for the "birth of the city" which is much like our 4th of July. His expenses were paid by donations. The people they encountered were extremely grateful.

INTRODUCTION – Mr. Garner introduced Dean Mimms, new Interim Planning Director, noting he has worked with City of Gainesville and has a lot of experience, and has already made a contribution. He is looking at the Codes to make improvements. Mr. Mimms said he's been a city planner in Florida for over 30 years for cities in south Florida as well as Gainesville, from where he retired. He's had a warm welcome here.

2. **PUBLIC COMMENTS** – There were none.

3. **CONSENT AGENDA**

- a. **Adopt Resolution No. 2019-R-82** declaring certain obsolete vehicles and equipment to be surplus and directing the disposal of surplus property in accordance with City administrative procedures
- b. **Adopt Resolution 2019-R-83** authorizing execution of FDEP Consent Order 19-0214 for RC Willis Water Treatment Plant

- c. **Adopt Resolution No. 2018-R-84** authorizing execution of a FDEP Temporary Use Agreement for Sovereign Submerged Lands, BOT #540346922
- d. **Adopt Resolution No. 2019-R-85** awarding RFQ 2019-08 for CDBG Disaster Recovery (DR) Grant Administration Services to Fred Fox Enterprises (sole respondent)
- e. **Adopt Resolution 2019-R-86** authorizing execution of FEMA Subgrant Modification No.Z0492-8 for costs related to Hurricane Irma
- f. **Adopt Resolution No. 2019-R-87** authorizing the City Manager and City Clerk to execute and attest Beneficial Reclaimed Water Project Change Order No. 1 with DiMare Construction in the deductive amount of \$337,312.85
- g. **Adopt Resolution No. 2019-R-88** amending the CRA/TIF Special Events Cost Share Program to allow for quarterly application deadlines, per CRA recommendation 6/10/19
- h. **Adopt Resolution No. 2018-R-89** issuing Special Events Permit No. 19-27- for St. Johns River Bartram Frolic, September 23 through September 27, 2019; providing for street closures and granting permission to exceed allowable noise levels during days and hours of event - Bartram Trail in Putnam County Committee, Sam Carr, Applicant
- i. **Special Events permit No.18-40** - Civil War Living History Event - Occupation of Palatka - Approve request to exceed allowable noise levels for 9/27/19 from 8 a.m. until 2 p.m. and 9/28/19, from 9:00 a.m. until 12:00 noon at the Bronson Mulholland House -- Elizabeth van Rensburg; Applicant.
- j. **Special Event Permit No. 19-29** -- Craft Beer Festival, - Grant permission to consume alcoholic beverages on 5th Street ROW in the Courthouse Parking Lot Saturday, 10/19/19 from 1:00 p.m. to 5:00 p.m. - Palatka Young Professionals & Revitalize Historic Palatka-Roberta Correa, Applicant.

Commissioner Borom asked to remove Item 3(b) for discussion. Commissioner Campbell moved to pass all other items on the Consent Agenda as presented. Commissioner Brown seconded the motion, which passed unopposed.

- 3(b). **Adopt Resolution 2019-R-83** authorizing execution of FDEP Consent Order 19-0214 for RC Willis Water Treatment Plant – Mr. Griffith said this is a continuation of an existing consent order; they want to continue with this. They are waiting on four testing locations to test lower levels of TTHMs, which are currently trending down. Replacement of the distribution system and redundant lines is helping. Commissioner Borom moved to adopt the Resolution as stated. Commissioner McCaskill seconded the motion. There being no other discussion and no public comment offered, a voice vote was taken, which yielded the followings results: Commissioners Borom, Brown, Campbell, McCaskill and Mayor Hill; Yes; Nays: None. The Resolution was declared adopted.

- 4. **PROPOSAL AND REQUEST FOR LEASE** on Bldg W-4 (Old Terminal Building) and one-half of Hangar W-9 at Palatka Municipal Airport for flight school operation - Daniel Rust and John Berry, Florida Aviation Professions, LLC - Daniel Rust, 462 Sevilla Drive, St. Augustine, said their company is asking for help in starting up their flight school at the Palatka Municipal Airport. They are upgrading their airplanes so they can have the most modern equipment. They've asked for a 50% rent concession for building W-4 & hangar W-9 for the first 6 months of a one-year lease, and normal rent going forward. They hope to be good tenants and hope to work with the school system in the future on STEM education projects. Commissioner Brown said these gentlemen made this presentation to the AAB; the Board members believe this will be an asset for the Airport, Palatka and Putnam County. They are excited about bringing a flight school to Palatka. This will draw commerce to the area.

Airport Manager John Youell provided credentials for the requestors, noting both are respected professionals in their field. The rent concessions of \$3,900 will be made up by half in increased fuel sales for the school, which cuts the actual concession request down to around \$2,000. This is a great opportunity to rent the "old terminal building" which has been vacant for a year.

Discussion ensued regarding rent for the first six months of the lease. Monthly rent on ½ of the hangar is \$238.14 for the first six months; this would double after first six months. There are two leases; one for the ½ of the hangar to store the aircraft, and one for the old terminal building for the school. Mr. Holmes said "concession" assumes that the full rental is a 'market rate.' Considering the proposed rate, the terminal building would lease at a rate of \$1.70 per square foot (psf) at ½ the rate; it would rent at \$3.39 psf at full rate. Market rate in Palatka is around \$9 psf/month. They are already giving them a concession at \$3.39 per sf. He is not advocating for or against this, but the value isn't going to be in rental proceeds. According to the lease, the City will have to repair the a/c unit at a cost of \$7,000 up front. With no other repairs, this provides negligible cash flow. Per the question, Mr. Youell confirmed that they are paying all of the hangar utilities. The rest of the hangar is being used by a gentleman who is restoring a MIG-21. Current rental rate for Building W-4 is \$827/month; half of that would be \$414. Per the question, Mr. Youell said most of the other buildings and hangars are rented. The Terminal Building has been empty for about a year. Mrs. Becker said the total "concession" is \$3,909. As to maintenance on the facility, Mr. Youell said the City would have to replace the a/c unit to be able to rent it to anyone.

Commissioner Campbell suggested they vet the lease provisions further; he supports STEM related activities. There are other entities that can "come to the table." Per the question, Mr. Rust said he flies with students six hours per day; he has a current student base. They already fly out of Palatka. They are currently based in four different airports. They want to consolidate their base to just Palatka. He needs a building for the flight school.

Commissioner Brown moved to draw up a lease with (applicant) for Building W-4 and ½ of Hangar W-9 at ½ rent for first six months, to be entered into provided lease concerns are addressed to the satisfaction of the City. Commissioner Borom seconded the motion. Mayor Hill said they need to raise their level of insurance coverage; theirs is insufficient for a flight school. The City needs to vet out several clauses in the contract and give it more legal "teeth." He supports the idea of a flight school. Per Mr. Holmes' questions, Mr. Rust agreed to a prohibition on repair activities on the airport grounds. Mr. Garner said they will research the insurance requirements. Further discussion took place concerning indemnification/insurance limits and the 1-year proposed term. Mr. Rust said they are open to a multi-year lease. Discussion ensued regarding catastrophic events insurance, i.e. due to a crash. The current proposed lease speaks to premises liability. Mr. Holmes said he would need to research insurance for operations as it relates to the City.

Following further discussion, Commissioner Brown withdrew her motion, and moved to table the matter until the lease is addressed to the satisfaction of the City to a time certain of September 12th or sooner at a special meeting to be called. Commissioner Borom seconded the motion. Per discussion, premises liability should also cover the operation. Mr. Holmes will contact St. Johns County to find out what they require. They need to determine if the current insurance applies to a flight operation at the airport. There being no further discussion the question was called and the motion passed unopposed. Because Mr. Rust said they want to open by September 1, there was consensus to call a special meeting on Monday, 6/12/19 at 6:00 p.m. or following the CRA Meeting, which is scheduled for 5:00 p.m.

5. **PUBLIC HEARING & RESOLUTION** – Non-Ad Valorem Annual Fire Assessment for 2019 (FY 2019/20) – Mayor Hill opened the Public Hearing and floor for public comment. Hearing none, he directed reading of the Resolution.

ANNUAL ASSESSMENT RESOLUTION 2019-R-90 for Fire Service Assessments for FY 2019/20, which have been updated based on changes to law, but is still based on same rates and exempted property direction given by City Commission FY 15-16 – Adopt – The Clerk read a

resolution entitled A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, APPROVING THE FISCAL YEAR 2019-20 NON-AD VALOREM ASSESSMENT ROLL FOR FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; DIRECTING CERTIFICATION OF THE ASSESSMENT ROLL AND COLLECTION PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; CONFIRMING REQUIRED STATUTORY NOTICE AND IMPOSING AND LEVYING FIRE SERVICE ASSESSMENTS; PROVIDING DIRECTIONS; AND PROVIDING AN EFFECTIVE DATE. Commissioner Campbell moved to adopt the Resolution as read. Commissioner Borom seconded the motion. Mayor Hill opened the floor for public comment. As no one came forth for public comment, he closed the public comment portion of the Hearing.

There being no further discussion on the motion to adopt, the question was called and a voice vote was taken, which yielded the following results: Commissioners Borom, Brown, Campbell, McCaskill and Mayor Hill, Yes; Nays, None. The Resolution was declared adopted.

6. **PUBLIC HEARING** – Florida DEO 2019 CDBG Disaster Recovery Initiative (DRI) Program – Fred Fox, Fred Fox Enterprises, said the cycle opened last Monday and closes on the 30th. Eighty percent (80%) of the \$6 million is allocated for counties and severely distressed zip codes; 20% is available for areas not as distressed. The entire state is eligible to compete. To be eligible, projects must demonstrate a “tie-back” to hurricane Irma, primarily serve low to moderate income populations, and priority is given to infrastructure projects. They can’t duplicate funding received from other funding sources. Projects must meet CDBG eligibility standards and at least 50% of those benefitting have to be low income residents. There are a total of 115 points available; the points structure was provided (filed). They held a CATF meeting last Friday, and the CATF voted to recommended application. To apply, the City must hold an advertised CATF meeting, hold a public hearing before the Commission, wherein the Commission passes a resolution, and they then advertise the project in the newspaper. They will do field surveys. People will have 10 days to provide comments.

Public Works Director Jonathan Griffith said much of Irma damage was addressed by FEMA and State funding. They have looked at areas with multiple localized flooding, around Crill and Moseley, .Golf & Moseley, and River & Laurel Streets.

RESOLUTION authorizing submission of an application for funding through the 2019 CDBG Disaster Recovery Initiative (DRI) program to DEO for funding allocated for Hurricane Irma – Adopt – The Clerk read a Resolution entitled A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDING THROUGH THE 2019 COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY INITIATIVE (CDBG-DRI) PROGRAM, SAID APPLICATION TO BE SUBMITTED TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE FUNDING ALLOCATED FOR HURRICANE IRMA. Commissioner McCaskill moved to adopt the Resolution as read. Commissioner Brown seconded the motion. Mayor Hill opened the floor for public comments. There being none offered, and there being no further discussion, a voice vote was taken, which yielded the following results: Commissioners Borom, Brown, Campbell, McCaskill and Mayor Hill, Yes; Nays, none. The Resolution was declared adopted

7. **SBDC QUARTERLY REPORT** - 3rd Quarter FY 2018/19 - Janice Donaldson; Kevin Monahan; Sheryl Lynch from SBDC were present. Janice Donaldson & Cheryl Lynch provided the quarterly report, which they distributed (filed). Ms. Donaldson said the numbers are all good, thanks to Ms. Lynch’s hard work. There being no questions on the quarterly report, she distributed a copy of the Regional Prosperity Report (filed), which includes Putnam County. The City’s numbers are actual numbers reported by clients attributed in part through assistance from SBDC. The report going around is sales increases and jobs created numbers. This is \$6.5 million in sales, and

5,420 jobs in the region. The name of Downtown Palatka, Inc. has been changed. They are in the process of developing an insert for distribution in City water bills. This concluded her report.

RESOLUTION authorizing execution of a Memorandum of Agreement with Florida Small Business Development Center at UNF (FSBDC) effective 10/1/2019 (FY 2019/20) – Adopt – The Clerk read a Resolution entitled A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE FLORIDA SMALL BUSINESS DEVELOPMENT CENTER AT UNF (FSBDC) FOR FULL-TIME SMALL BUSINESS DEVELOPMENT CENTER SERVICES WITHIN THE CITY OF PALATKA FY 2019-20 – Commissioner Borom moved to adopt the Resolution a read. Commissioner McCaskill seconded the motion. It was noted that the contribution is the same as last year; split between the CRA (\$8,000) and General Fund (\$12,000). This did go before the CRA and is included in the CRA's proposed FY 2019/20 budget. The General Fund amount is also included in the Fund's proposed budget. There being no further discussion, and no public comment offered, a voice vote was taken, which yielded the following results: Commissioners Borom, Brown, Campbell, McCaskill and Mayor Hill, Yes; Nays, none. The Resolution was declared adopted

8. **WATER TAXI AND DOCK OPERATIONS SERVICES AGREEMENT** with Palatka Boathouse Marina, LLC – City Attorney Don Holmes & Public Works Director Jonathan Griffith- Mr. Holmes said they held a workshop on the proposed PBM agreement last August. Negotiations have stalled; they left it to PBM to give the City their best proposal. He provided a summary of the agreement proposed. PBM was going to come back with something different. He summarized the Commission's main concerns, which was term of agreement of 21 years, PGM's right to terminate agreement without cause, while the City was "stuck" for the full term; and exclusive rights to all operations within the "park operation area." The Park Operating Agreement wasn't really defined; there was no map. PBM came back with a new submittal; they've gone over this and attempted to track the changes from old agreement to new agreement, as well as financial changes and impacts. The "net affect" is from a perspective of the terms discussed, the document now is for a six year term with an option to renew for six years, and contains a clause for an additional 7 year term the City Manager can grant without Commission approval. A caveat, if the agreement is terminated prior to the 2nd term, the City would have to buy back equipment at market value that was purchased for the upland facility; however, that equipment is not defined. Mr. Holmes read Paragraph 4(d) – read into the record, noting just before that it states BHM expects to make upgrades that will cost several hundred thousand dollars. That gives him great concern. They could change the definition of equipment, or change the monetary amount. Logan Becker, Finance Director, said the term doesn't begin until the concession is running and the fuel farm is complete.

Mr. Holmes said the "right of termination is better;" this says PGM can terminate with six months' notice, after the agreement has been in place for two years. This is better than 90 day notice, period. The City still does not have the ability to terminate without cause. Last, the exclusivity of the document has always been a concern. They changed it, but the change is still confusing, in that they now state that they left everything in the old agreement except rental of bicycles; everything else is exclusive. Everything within the POA is exclusively theirs; 'the City shall allow no other concessionaires to operate within the terms of the agreement, inside or outside the POA that duplicates what they operate in the POA.' Taken literally, when you go to court, it means what it says. This would have to be clarified. From the language, he has concerns. Maybe those concerns could be worked out. The biggest deal breaker is the way the clause is written to force the City to buy back their equipment, which would force the City to give them their second six year renewal. They can clarify the wording on exclusivity of activity within and outside of the POA, which is now defined and less restrictive; it is not the entire riverfront.

Commissioner Brown said the reason for the boat was to stimulate business in the City of Palatka. It spreads throughout the county. In Titusville, 26 businesses sprung up due to their boat operation. Exclusive operation is a deal-breaker to her. When the boat is running, it will open up a lot of new businesses. It will entice tourism by train and stimulate business. If they all work together, this could benefit everyone. Commissioner Borom said they've been here many times; they keep rehashing the same thing over and over. The agreement does not make sense for the City. This has been going on since 2014. Mr. Holmes said this was a response to an RFP; he'd like them to hear from Ms. Becker as to the financial impact.

Ms. Becker said the contract is convoluted in that the numbers can't be analyzed. Right away they have to fix the existing water taxi and bring it up to coast guard regulations before the official start dates. There is a line on page 9 that alludes to PBM equipment, like cameras, gates, etc at their facility. The fiscal responsibility for PBM is non-existent until 9 months after the "official date" which starts when the concession and fuel farm are constructed and read to go. Anything over \$100 maintenance on the docks is on the City. Minor repairs at \$75 are added together, so they would be on the City. They have to follow up on specifics from an audit perspective. If the City's intention is to run this operation, they won't be able to do it without hiring people, which would cost more than \$60,000. That could be the number, it could not. They may want to put a cap on the City's cost. They also included an "act of God" clause, i.e. blind mosquitoes, hurricanes, if they are closed for 14 consecutive days, the rent is prorated to zero for those days.

Discussion ensued regarding PBM's intent to operate this business. As to cost of operating this business, the City has an obligation under the grants received. Mr. Holmes said uncertainty, from the city's perspective, is the "watch word." They have not been successful in nailing down the City's expenses or when the agreement would start. Regarding Paragraph 11, he has a total lack of understanding as to what kind of revenue the City would get. Ms. Becker noted the City has no say over revenues or expenses. One of the big red flags for her is audit; this year the Golf Course has to have their own audit, even though the City owns the facility. There are many factors involved.

Mr. Holmes said the revenue stream, \$500/month begins six months after official opening day, which is dependent upon having an operating fuel farm and operating concessions. Then 3% of gross revenues from dock revenues and ships store sales will apply. Then also get a percentage of gross revenue to be paid for concession sales based upon the City's investment in the City's solution to concession operation, 2% of gross rentals on kayaks, etc; 5% of fuel sales except for fuel sold to PBM for their operations; 15% of net profits derived from Water Taxi operation, with a defined formula that means the City is double-paying. Ms. Becker said anything the City purchase that is used by PBM, other businesses run by PBM can use whatever is purchased, with a stipend paid to the City for the use.

Commissioner Brown spoke to the time and research in this project. The first awarded operator died. They had done a lot of research on the operation. PBM operates the boat for special events and charters. Other parks up and down the river have been improved for this operation. They looked at tourism and benefit for the school system. They had two city managers who never talked to the Commission about what they wanted. She'd like to put this out for bid again to see what kind of response they can get. Mr. Holmes said his summary contains the summary, with diagrams, PBM's proposal, and a sample that staff had proposed as the "park operating agreement area." As to financial consequences if the City pulls out, Mr. Holmes said PBM has said they've already put a lot of money into this, and they will consider legal options against the City if the City pulls out. PBM believes they have negotiated in good faith, and the City has changed the playing field. At one time the concessions contained a multiple seat restaurant. There were revenue sources that are not now on the table because of the way the "ship's store" building was built.

Mr. Holmes said if the City's liability could be capped at an amount the Commission sees as appropriate, and of the "buying their equipment" clause was removed, he would not be opposed to them trying to run this operation. They are all dealing in unknowns. Following further discussion, Commissioner Brown moved to direct City Staff to counter-propose a suitable agreement that both parties can live with based upon tonight's conversation. Commissioner Campbell seconded the motion.

Allegra Kitchens, 1027 S. 12th Street, said it is time to "fold the cards": and walk away, and put this out to bid again. This has gone on seven years, with each agreement worse than the one before. Please throw out the contract and re-bid it.

Mayor Hill said agreed that the City has an obligation to operate in good faith. He is not hopeful that things will change, but he understands the "last ditch" effort of the City's part to be sure they've considered their proposal. He agrees at some point they need to put this to bed. The last proposal was not a mark-up; it was a completely new agreement that said many of the same things the old agreement said, just in different terms. At this time they are operating under a temporary agreement, PBM is operating the Boat under that Agreement. They need to have staff sit down a put a counter agreement together. If the City negotiates in good faith, the City will be OK. They have gone the extra mile on this. They need to come up with a counter offer. They can't operate out of fear and put the City in a worse situation. They can't go into a contract with a 21-yr lease on which they are losing \$100,000 per year, that's a large mistake. They are also still waiting on a second boat to be delivered. He's not comfortable with the term not starting until PBM says it starts.

There being no further discussion on the motion, the question was called and a roll-call vote was taken. The measure passed with Commissioners Brown, Campbell and Mayor Hill voting in favor, opposed by Commissioners Borom and McCaskill. The motion was declared passed.

9. **DISCUSSION** – Implementation of Bi-Weekly Payroll – Logan Becker, Finance Director, said the Commission has spoken about going to bi-weekly payroll in the past. This would be a benefit to all departments. They've had audit findings on not having signatures on time sheets. It is one of the most popular pay cycles with other agencies. Some do bi-monthly and monthly. They hope to bring this back to the City for adoption, in September, but not implement it until February to provide coaching and financial literacy to employees. They have reached out to area banks and Aflac for literacy training. This is the time to do this; they would like to start coaching employees. They have a one-time payment of \$1,000 built into the budget, which would be the time to implement this. Employees will still be paid on Fridays. If they have any concerns, they'd like to know those before September 12th. All department heads have been in discussions on this. They want to cover all bases. Discussion ensued regarding implementation. Employees should be properly prepared. Many employees still live from paycheck to paycheck.

Debra Robinson said in 2017 they had financial literacy training with employees during open enrollment. At that time the change was tabled by the Commission and did not move forward. Other banks will come in and speak to employees during open enrollment and provide literacy training. Participation in 2017 was low to none. In 2017, eighty people were on direct deposit out of 155 on payroll; they are now down to 19 people who receive checks. Discussion ensued regarding what benefits banks offer and what payroll can do to ensure employees' payments are made on certain days so they won't overspend.

10. **BUDGET SUMMARY REPORT FY 2018/19 – 3RD Quarter – October 1, 2018 thru June 30, 2019** – Logan Becker, Finance Director, said the City is performing well as of end of the third quarter; they met with the Grant Administrator to understand the timing of the grants, what has been spent, what needs to be spent when, when money will be received. Grants are project related; they are missing revenues from June from water and sanitation. She is watching cash flow very closely. She sent out an email on proposed budget; let people know that once state revenues came in there may be a change. After yesterday's meeting, there were changes in the budget, but total dollar amounts are already in there. That will reduce the amendments and she can prepare for that now. She should have the final draft budget out to them soon. If funds are obligated, they can count on the revenues, but haven't received them yet. They are starting to come in and should all be in by year/end.

11. **CITY MANAGER & ADMINISTRATIVE REPORTS**

Chief Shaw said every 3 years the PPD goes through reaccreditation; it is time for their "mock accreditation" event. This starts November 4th. Summer camp went well, and they look forward to planning next year's camp. They are putting together programs in the community. He thanked the Commission for the assistance they provided through interns.

Police Chief Shaw said National Night Out was Tuesday night; it was one of the best events they've had in many years. They combined the event with backpack give-aways and there were a number of social service institutions that participated. It was fun-filled fellowship and they had good weather. Captain Williams deserves kudos for the job he did in organizing the event. They have picked up the recreation department van, and will be able to use it for many things. This is a great addition to the city.

Fire Chief Grimes said they gave out 100 back packs last week at Moseley, and will give more out tomorrow at Kelly Smith at 9:00 a.m. and Mellon Elementary at 10:00 tomorrow. They took delivery of a "side by side" they purchased through a grant.

CITY MANAGER SEARCH - Debra Robinson, HR Generalist, provided an update, saying Mercer Group has received 14 resumes. The posting has had over 300 hits on Instagram and Twitter, and they've reached out to many candidates. August 16th is the deadline to apply. deadline.

CITY MANAGER'S REPORT – Lee Garner, Interim City Manager, said he provided a short report in their agenda package. He is trying to get out into the community. He attended the Airport Advisory Board meeting yesterday and following this meeting Staff met with Airport Engineers regarding grants and ongoing projects. If they'd like him to attend something, he will try his best to be there.

12. **COMMISSIONER COMMENTS**

Commissioner Borom said he received a letter from former Commissioner Norwood concerning a high water bill due to a water line break at his mother's residence. They need something in place to notify people of leaks/breaks. If there is a way to detect water leaks early on and inform people, that is what they need to do. If they can read the data feed, that information can go into a spread sheet. This needs to be constantly monitored. This results in large bills. They need to put a policy in place to handle this.

Public Works Director Jonathan Griffith said the Gas Authority has identified software to be put in place next year that will work with a hybrid software system which can be procured next year. They look at businesses and residents. Mr. Garner said they discussed this at the last utility meeting; Mr. Griffith said this will require people to sign up for the service.

Commissioner Brown said there is a pothole on St. Johns Avenue just past the RR tracks. It is rather large and needs to be addressed ASAP. She has had compliments from visitors on how good the City looks.

Mayor Hill noted the award of the FAA Airport Grant for Runway/taxiway improvements, and said they continue to make strides in infrastructure upgrades and how they move forward in the community. He welcomed Joe Pound and Eddie Cutwright, the new Recreation Department employees, noting they have hit the ground running and are making a difference in the community. The City continues to move forward.

Commissioner Campbell said the "backpack giveaway" gave out just over 400 backpacks on Tuesday; this is the highest number of backpacks given away this year.

13. **ADJOURN** – There being no further business to discuss, the meeting was adjourned 8:58 p.m. by Mayor Hill.

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286 105

RESOLUTION NO. 2019-R-85

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A GRANT ADMINISTRATION CONTRACT WITH FRED FOX & ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$99,900 FOR CDBG DR PROJECT NO. HM005 FOR DRAINAGE IMPROVEMENTS CONTINGENT ON APPROVAL FROM DEO.

WHEREAS, the City of Palatka and the Department of Economic Opportunity have entered in Commercial Development Block Grant Disaster Recovery Agreement HM005 for drainage improvements.

WHEREAS, the City advertised a Request for Proposals for Commercial Development Block Grant Disaster Recovery Grant Administration; and

WHEREAS, Fred Fox & Associates was the only respondent and is qualified to perform the administration contingent on approval from DEO; and

WHEREAS, Fred Fox & Associates have proposed to provide grant administration services in the amount of \$99,900 for the project;

WHEREAS, it is in the best interest of the City of Palatka to go forward with the proposal.

NOW THEREFORE, be it resolved that the Mayor and City Clerk, are hereby authorized to execute and attest the Agreement with Fred Fox & Associates for an amount not to exceed \$99,900 for Commercial Development Block Disaster Recovery Grant Administration.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 8th day of August, 2019.



ATTEST:

Bethany Duggan
City Clerk

CITY OF PALATKA

BY: 

Its Mayor

APPROVED AS TO FORM AND LEGALITY:

Donald R. Hester
City Attorney

GENERAL ADMINISTRATION CONTRACT

This General Administration Contract entered into as of this 8th day of August 2019, by and between Fred Fox Enterprises, Incorporated, hereinafter referred to as the Administrator and the City of Palatka, hereinafter referred to as the Local Government.

WITNESSETH THIS RECITAL:

WHEREAS, the Local Government has been awarded a Community Development Block Grant in the Disaster Recovery category, grant #HM005 hereinafter referred to as the "Project", and the local Government desires to implement that Project; and,

WHEREAS, the Administrator is now available, willing, and qualified to perform professional services in connection with the Project; to serve the Local Government to which this contract applies, and to give consultation, advice, and direction for such Project, and

WHEREAS, the Local Government being desirous that the Administrator perform such services regarding the Project does now engage Administrator to perform such services noted above on the DEO CDBG Disaster Recovery Program and Administrator agrees to perform such services.

To provide technical assistance in various program areas, and

To serve the local government as its professional representative and coordinator in all phases of the Project to which this General Administration Contract applies, and

To develop and draft a Relocation Policy for the Project, if required, and

To disseminate information to the general public regarding the Project, and to provide adequate administrative plans regarding the acquisition of properties as may be required, and

To coordinate, monitor, and evaluate the Project, and

To provide updates to the Local Government, and

To establish and maintain bookkeeping and financial management aspects of the Project and submit financial status reports to the Local Government on a monthly basis.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1

A. GENERAL ADMINISTRATION

SCOPE OF THE SERVICES OF THE ADMINISTRATOR

The Administrator shall provide the following services for the general administration aspects of this project:

1. Coordinate, monitor, and evaluate the direct costs of the overall

program, including but not limited to the multiple activities outlined in the subsections of the contract below.

2. Develop, plan, implement, and assess the citizen's participation to all community organizations, including but not limited to providing program information, technical assistance to citizens, publishing applicable notices, and conducting applicable hearings.
3. Respond to all citizen's questions and complaints concerning the project in a timely manner.
4. Disseminate to the public, including all community organizations, information on the program that involve citizen's participation, including but not limited to providing program information, technical assistance to community groups, and dissemination of materials.
5. Establish and maintain general and related files as required by the Department of Economic Opportunity (DEO).
6. Prepare the Environmental Review including the Public Notices and the "Request for Release of Funds".
7. Establish procedures relating to the procurement and implementation of services all pursuant to Department of Housing and Urban Development

(HUD) and Department of Economic Opportunity (DEO) requirements and regulations.

8. Review and determine if professional services contracts are consistent with all OMB Circular A-102 ordinances.
9. Provide technical assistance to the Local Government in procuring professional service contracts.
10. Establish and maintain a bookkeeping system that is acceptable to both the Florida Department of Economic Opportunity and the Auditor General's Office.
11. Monitor the various subsections of the Project in regard to all HUD and DEO regulations and prepare all necessary and all requested responses to inquiries from Local, State, and Federal governmental units.
12. Evaluate the various subsections of the Project according to HUD and DEO regulations and prepare all final reports to the Departments.
13. Establish adequate advertising regarding all aspects of the Project to ensure active citizen participation, including but not limited to the environmental aspects of the project.
14. This contract is to complete the work as outlined in the Community

Development Block Grant #HM005 or as the contract may be amended.

15. The Consultant shall attend all meetings related to implementation of the CDBG Disaster Recovery, including but not limited to, public hearings, staff meetings, public informational meetings, etc.
16. Provide progress reports to the Local Government in sufficient detail to indicate accomplishments and tasks completed.
17. Provide all reports relating to the project as required by the Florida Department of Economic Opportunity.
18. Prepare all required or requested program amendments including the preparation of advertisements, conducting required public hearings and updating Environmental Reviews.

B. PUBLIC FACILITIES

SCOPE OF SERVICES OF THE ADMINISTRATOR

The Administrator shall provide the following services for the public facilities unit of this project:

1. Coordinate, monitor, and evaluate the direct costs of such facilities within the target area.

2. Establish and maintain an adequate bookkeeping system for this subsection of the project.
3. Evaluate this subsection according to HUD and DEO regulations and prepare all reports to the Department.
4. Establish and maintain construction contract files.
5. Establish procedures relating to the procurement and implementation of contractual services, all pursuant to HUD and DEO requirements and regulations.
6. Review and determine if professional service contracts are consistent with OMB Circular A-102 Attachment O and any other regulations from any other agencies as may be required.
7. Provide technical assistance to the Local Government in procuring professional service contracts.
8. Review all bid packages for DEO and HUD contract compliance.
9. Establish and maintain labor standards compliance files for the Local Government.
10. Obtain wage decision from the Department of Labor (DOL) and/or the Department of Housing and Urban Development (HUD) and/or Department

of Economic Opportunity (DEO) and submit same to the Local Government.

11. Attend the pre-construction conference.
12. Review the contractor's weekly payrolls for compliance with Davis/Bacon and other Federal contract requirements.
13. Establish and maintain the Local Government's equal opportunity files for the Project.
14. Establish architect/engineer community development terms and conditions for incorporation in the bid package.
15. Obtain for the Local Government DOL/HUD/DEO clearances of contractor.
16. Send notice on behalf of the Local Government to DOL and HUD or DEO that the construction has commenced.
17. Approve all payment requests to insure the payments are appropriate and the proper documentation is included.
18. Be present at all HUD and DEO monitorings and prepare the Local Government's response(s) to HUD and DEO monitoring letters.
19. Complete and maintain files pertaining to the public facilities subsection of the project for use by the Local Government and interested citizens.
20. Represent the Local Government before any State or Federal boards or

meetings regarding the public facilities subsection of the Project.

21. Perform all closeout activities, including the submission of reports as well as responding to requests for follow up information.
22. Provide progress reports as requested by the Local Government or required by the Department of Economic Opportunity.
23. Attend all public meetings with the local government related to this grant.
24. Provide reports to be distributed in public meetings explaining the projects and their progress.

ARTICLE 2

A. GENERAL ADMINISTRATION

LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection GENERAL ADMINISTRATION shall be:

1. To instruct the personnel of the Local Government to cooperate and assist the Administrator in the execution of the necessary financial data and procedures in order to comply with all HUD and/or DEO requirements.
2. To provide assistance in implementation of contractual services necessary to the Project per the requirements of any and all HUD or DEO

requirements.

3. Establish and maintain rapport with individual citizens and community groups regarding the Project.
4. Assist the Administrator in negotiations necessary for all subsections of the Project.
5. Review and implement all contracts necessary to ensure efficient progress of the Project.

B. PUBLIC FACILITIES

LOCAL GOVERNMENT'S RESPONSIBILITY

The Local Government's responsibility in regard to the subsection PUBLIC FACILITIES shall be:

1. To assist the Administrator in placing at its disposal all available information pertinent to the sites of the Project including previous reports and any other data relative to design and construction of the Project.
2. To furnish the Administrator, when available, reports regarding property, boundary, right-of way, topographic surveys, laboratory tests, core borings, probings and sub-surface explorations, hydrographic surveys, and inspection of sample and materials which the Administrator may rely on in

performing its services.

3. Assist the Administrator in obtaining right-of entry and release of liability of property owners.
4. Designate a member of the Local Government who will act as a contact person with the Administrator as to facilitate and transmit instructions, receive information, and generally assist as may be necessary and submit each person's name to the Administrator within ten (10) days of the signing of the contract.
5. Give prompt notice to the Administrator whenever the Local Government observes or otherwise becomes aware of any defects or problems with the Project.
6. Inform the Administrator of all meetings involving personal service contracts with architects and/or engineers regarding this Project.

ARTICLE 3

PERIOD OF PERFORMANCE

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon final completion of the Local Government's Florida Community Development Block Grant Disaster Recovery

Project and the issuance of a “Notice of Administrative Closeout” for the project by the Florida Department of Economic Opportunity.

ARTICLE 4

COMPENSATION

The Local Government agrees to pay, from the funding set forth in Article Sixteen (16) herein, the Administrator and its associates in the following manner:

Compensation for the Administrator shall be the total sum of Ninety-nine Thousand Nine Hundred and 00/100 Dollars (\$99,900.00). The Local Government shall compensate the Administrator for their services as noted in Attachment A to this contract. Payments will commence thirty (30) days after the effective date of the contract between the Florida Department of Economic Opportunity (DEO) and the Local Government subject, however, to receipt by the local government of funding from the CDBG sufficient to pay the administrator as required herein.

At the end of the twelfth month of this contract, the Local Government and the Administrator shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be

progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

If the grant contract obligations are met and the grant closes out prior to the twenty-four month ending date the administrator can be paid the sum remaining in the contract upon issuance of a "Notice of Administrative Closeout" for the project by the Florida Department of Economic Opportunity.

All requests for payment shall be submitted by the Administrator in detail sufficient for a proper pre-audit and post-audit review.

ARTICLE 5

CITIZENS PARTICIPATION

It is understood between the parties that both the local Government and the Administrator shall encourage continuous participation in the Project by the citizens of the area. It is further understood that both the Local Government and the Administrator shall be responsible for adequate advertising of the Project. It is understood that funds for such advertising shall be paid from grant funds.

ARTICLE 6

LOCAL GOVERNMENT CONTACT PERSON

The contact person who will represent the local Government in all matters pertaining to the Project shall be Mr. Jonathan Griffith, Public Works Director, or his designee.

ARTICLE 7

EXCLUSIVE REPRESENTATION

It is understood between the parties that a representative of the Local Government and a representative of Fred Fox Enterprises, Incorporated, will represent this Project before any and all DEO or HUD meetings.

ARTICLE 8

CONFLICT OF INTEREST

The Local Government having being so advised by the Administrator does hereby recognize that the Administrator has provided similar area services in the past to Local Governments and to area governmental bodies and may be so engaged in a similar Project at this time or in the future and the parties agree that administration of these Projects by the Administrator do not constitute a conflict of interest with the Project.

ARTICLE 9

SOCIAL SECURITY

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Administrator or any other participants during the period of this contract.

ARTICLE 10

CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written amendments to this contract.

ARTICLE 11

TERMINATION

Termination (cause and/or Convenience)

(a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by hand or by certified mail, return receipt requested) of intent to

terminate and (2) an opportunity for consultation with the terminating party during said 10 day period prior to termination.

(b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

(c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Administrator at the time of termination may be adjusted to cover any additional costs to the local government because of the Administrator's default.

If termination for convenience is effected by the local government, the equitable adjustment shall provide for payment to the Administrator for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Administrator relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate, if any, and upon proper documentation submittal.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Administrator in performing this contract, whether completed or in process.

(e) Upon termination, the Local Government may take over the work and award another party a contract to complete the work described in this contract.

(f) If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Local Government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

ARTICLE 12

EQUAL OPPORTUNITY

The Administrator warrants that there shall be no discrimination against employees, applicants for employment, those to whom services are rendered, and applicants for such services under this contract because of race, color, age,

sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

During the performance of the function described herein, the Administrator agrees to the following conditions pertaining to the recognition and protection of the civil rights of employees, applicants for employment, those to whom services are rendered, and applicants for such services:

1. The Administrator will comply with the provisions of Title VI of the Civil Rights Act of 1964, P.L. 88-352, as amended, and rules and regulations published pursuant thereto, all of which are made a part hereof as if fully incorporated herein;
2. The Administrator will comply with the provisions of Presidential Executive Order Number 11246 of September 24, 1965, as amended, Title 3, Code of Federal Regulations, Chapter 4, which is made a part hereof as if fully incorporated herein, the provisions of Section 204 of which executive order must be set forth verbatim, to wit: During the performance of this contract, the Administrator agrees as follows: The Administrator will not discriminate against any employee or applicant for employment because of race, color,

age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Administrator agrees to post in a conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting for the provisions of the non-discrimination clause.

3. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.
4. The Administrator will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's

representative of the contractor's commitments under Section 204 of Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Administrator will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Administrator will furnish all information and reports required by Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Administrator non-compliance with the non-discrimination clauses of this contract or with such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be

declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Administrator will include the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of Labor issued to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon subcontractors or vendors. The Administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided however, that in the event the Administrator become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Administrator may request the

United States to enter into such litigation to protect the interest of the United States.

9. The Administrator shall not discriminate in solicitations or advertisements for employees placed by and on behalf of the contractor or against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

ARTICLE 13

HUD/DEO AUDITS

If HUD or DEO finds that any sums received by the Administrator are unreasonable, then those sums shall be refunded by the Administrator to the Local Government as required by 24 C.F.R., Section 570.200. Administrator agree to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by the Florida Department of Economic Opportunity (FDEO), due to the malfeasance, misfeasance, or nonfeasance of the Administrator. All records will be made available to the Local Government auditors at their request as pre-audit and post-audit requirements.

ARTICLE 14

ADMINISTRATOR'S NOTICE

REGARDING ENGINEER OR ARCHITECT

It is understood between the Local Government and the Administrator that the Administrator will not be responsible for any Federal, State, or Local requirements that must be completed and supervised by the engineer and/or architect.

ARTICLE 15

ADMINISTRATORS NOTICE

REGARDING LEGAL FEES AND AUDITS

It is understood between the Local Government's and the Administrator that the Administrator will not be responsible for legal or audit costs associated with this project.

ARTICLE 16

SOURCE OF FUNDING

The sole source of payment for this contract is the funding received through the CDBG program and/or portion of any other funding grants leveraged from it.

ARTICLE 17

REMEDIES

Unless otherwise provided in this contract, all claims, counter claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by the appropriate court in Putnam County, Florida.

ARTICLE 18

ACCESS TO RECORDS

The local government, the Florida Department of Economic Opportunity, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

ARTICLE 19

RETENTION OF RECORDS

The Administrator shall retain all records relating to this contract for six (6) years after the Local Government makes final payment and all other pending matters are closed.

ARTICLE 20

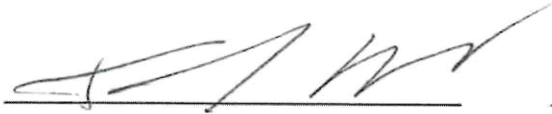
ENVIRONMENTAL COMPLIANCE

Whereas if this contract exceeds \$100,000, the Administrator shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Administrator shall include this clause in any subcontracts over \$100,000.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals:

LOCAL GOVERNMENT:

ADMINISTRATOR:



Terrill Hill, Mayor
City of Palatka



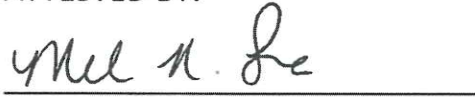
Fred D. Fox, President
Fred Fox Enterprises, Inc.

ATTESTED BY:



City of Palatka

ATTESTED BY:



Melissa N. Fox, Grants Compliance
Fred Fox Enterprises, Inc.



SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with the General Administration Agreement for Fred Fox Enterprises, Inc., and The City of Palatka.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, St. Augustine, Florida 32080, and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2443697.
3. My name is Fred D. Fox, and my relationship to the entity named above is President of the Corporation.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state of with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July, 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Fred D. Fox
Fred D. Fox (Signature)

Date: 8/2/2019

STATE OF FLORIDA

COUNTY OF ST. JOHNS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Fred D. Fox, who, after first being sworn by me, affixed his signature in the space provided above on this 2nd day of August, 2019.

Melissa N. Fox

NOTARY PUBLIC

My Commission Expires:



COST SUMMARY FOR NEGOTIATED CONTRACTS

GRANTEE: The City of Palatka

GRANT NUMBER: #HM005

NAME AND ADDRESS: Fred Fox Enterprises, Inc.

OF CONTRACTOR: P. O. Box 840338
St. Augustine, Florida 32080

DATE OF PROPOSAL: July 16, 2019

TYPE OF SERVICE TO
 BE FURNISHED: CDBG Grant Administration

=====

COST SUMMARY:

DIRECT LABOR: Estimated hrs x hrly rate = estimated cost

Consultant/Director	250 hrs x \$100. = \$ 25,000.00
Project Manager	225 hrs x \$75. = \$ 16,875.00
Grants Compliance Manager	200 hrs x \$70. = \$ 14,000.00
Environmental Specialist	100 hrs x \$65. = \$ 6,500.00
Clerical Support	150 hrs x \$50. = \$ 7,500.00

DIRECT LABOR TOTAL: \$ 69,875.00

INDIRECT COSTS: Fringes, G & A, etc., rate x base = cost

Fringes 35% x 69,875.00 = \$ 24,456.25

INDIRECT COST TOTAL: \$ 24,465.25

OTHER INDIRECT COST: describe

N/A

OTHER INDIRECT COST: \$ 0.00

TOTAL ESTIMATED COST: \$ 94,340.25

PROFIT: \$ 5,559.75

TOTAL PRICE: \$ 99,900.00

ATTACHMENT "A"
FEE SCHEDULE

The fee schedule for the management of City of Palatka's CDBG-DR Project would be as follows:

	ADMINISTRATIVE SERVICES	AMOUNT
SERVICE		
1. <u>Prepare the Environmental Review</u>		
<ul style="list-style-type: none"> • Carry out the HUD Environmental Review, including all required mail-outs. • Prepare the advertising required as part of the Environmental Review process. 	\$ 10,000.00	
2. <u>Attendance at the Project Monitoring Visits conducted by DEO as well as the Completion of all Required Reports</u>		
<ul style="list-style-type: none"> • Prepare Project Amendments (Estimate - 2). • Prepare all required advertisements. • Participate in all State Monitoring visits (Estimate - 2). • Prepare the Preliminary Contract and Final close-out documents for the project. 	\$ 9,000.00	
3. <u>Project Administration/Financial Supervisor</u>		
<ul style="list-style-type: none"> • Create and maintain an independent set of financial records for the project. • Prepare all Request for Funds for the project. • Coordinate 504 (handicapped accessibility) requirements with the City. • Carry out required quarterly Fair Housing Activities. • Coordinate with the State on any new program requirements. 	\$ 5,000.00	
4. <u>Community Coordination</u>		
<ul style="list-style-type: none"> • Meet with the Citizen's Advisory Task Force to keep them updated on the progress of the project. • Meet with the City Commission and City Staff on a regular basis to keep the project progressing smoothly. 	\$ 500.00	
5. <u>Coordination with State Staff</u>		
<ul style="list-style-type: none"> • Maintain continuous telephone and written coordination with State staff to insure a smooth flow of the project through the state system. • Walk any required amendments and approvals through the State to insure a quick approval. 	\$ 500.00	
Administrative Sub-Total		\$ 25,000.00

**CITY OF PALATKA
CDBG-DR #HM005 – DISASTER RECOVERY
PROGRAM DELIVERY SERVICES**

1. Coordination with the Project Engineer and Contractor

- Coordinate with the engineer on all Federal and State requirements associated with the project.
- Participate in the Pre-bid conference for the project.
- Obtain the contractor approval from the State.
- Coordinate the Pre-construction conference with the project engineer.
- Review contractor package for grant information completion.
- Insure “Notice to Proceed” is issued to the contractor.
- Conduct required Employee Interviews.
- Review and approve contractor payroll requests along with the engineer.
- Review and recommend approval of all change orders as they relate to State contract compliance. \$ 74,900.00

Program Delivery Sub-Total **\$ 74,900.00**

GRAND TOTAL ----- **\$ 99,900.00**